

Gig Harbor City Council Meeting



**June 10, 2002
7:00 p.m.**

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
June 10, 2002 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: 2002 Budget Amendment

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of May 28, 2002.
2. Proclamations/Correspondence: Letters from John Dawson and Dr. Burki; Proclamation – Rev. Gary Weisenberger.
3. Re-appointment to the Planning Commission – Dick Allen.
4. Award of Furniture Bid – Gig Harbor Civic Center.
5. Gig Harbor Key Peninsula Historical Society – Lease Agreement.
6. MAI Appraisal Contract.
7. Liquor License Renewals: Harbor Humidor, Puerto Vallarta, Round Table Pizza; The Keeping Room; Harbor Rock Café; Hunan Garden; Kinza Teriyaki; Spiro's Bella Notte' Pizza.
8. Liquor License Assumption: Water to Wine.
9. Approval of Payment of Bills for May 28, 2002.
Checks #36282 through #36394 in the amount of \$207,999.56.
10. Approval of Payroll for the month of May.
Checks #1472 through #1524 in the amount of \$193,521.84.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. Wastewater Treatment Plant Award 2001 – DOE Presentation.
2. Utility Extension Request – McCormick Ridge.
3. First Reading of Ordinance – 2002 Budget Amendment.
3. Final Plat Approval –Alastra Court.

STAFF REPORTS:

1. Risk Management/Loss Control Update.
2. John Vodopich, Community Development Director – June 17th Workstudy Session.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. City Council / Planning Commission Joint Worksession – Monday, June 17th, 6:00 p.m.
2. Council Retreat – Monday, July 15, 2002.

ADJOURN:

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GIG HARBOR CITY COUNCIL MEETING OF MAY 13, 2002

PRESENT: Councilmembers Ekberg, Young, Franich, Owel, Dick, Picinich, Ruffo and Mayor Wilbert.

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

These consent agenda items are considered routine and may be adopted with one motion as per Gig Harbor Ordinance No. 799.

1. Approval of the Minutes of City Council Meeting of May 13, 2002.
2. Consultant Services Contract – 56th Street/Point Fosdick Improvement Project – Survey Work.
3. Consultant Services Contract Amendment No. 2 – Sewer Outfall Extension Design.
4. Approval of Payment of Bills for May 28, 2002.
Checks #36168 through #36281 in the amount of \$687,334.31

MOTION: Move to approve the Consent Agenda as presented.
Picinich/Ruffo - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - Allowing Septic Tanks in City Limits. John Vodopich, Community Development Director, explained that this ordinance would allow the installation and maintenance of septic systems and drain fields within the city limits in very limited circumstances. He gave an overview of a few instances where this might apply and recommended approval.

MOTION: Move to adopt Ordinance 911 as presented.
Young/Picinich – unanimously approved.

2. Second Reading of Ordinance - Amendment to Ordinance No. 897, City of Gig Harbor Shop Annexation. John Vodopich presented this ordinance correcting the legal description for the recently annexed shop property and recommended adoption.

MOTION: Move to adopt Ordinance 912 as presented.
Picinich/Ruffo – unanimously approved.

3. Second Reading of Ordinance - Removal of Pre-annexation Provision. Mark Hoppen, City Administrator, explained that this ordinance adjusts Chapter 13.34 of the Gig Harbor Municipal Code to conform to recent Supreme Court decision regarding the outside utility extension process and how it relates to the pre-annexation provision.

MOTION: Move to adopt Ordinance 913 as presented.
Ruffo/Ekberg – unanimously approved.

4. Resolution – Authorizing a Recreation Program Interlocal. Mark Hoppen explained that this interlocal agreement with Peninsula School District and Pierce County would authorize Pierce County Parks and Recreation to hire an employee to coordinate programming activities on the Peninsula. He gave an overview of what duties the employee would perform and the benefits of the program.

MOTION: Move to adopt Resolution 589, authorizing the Mayor to sign the attached Interlocal Agreement as presented.
Owel/Picinich – unanimously approved.

NEW BUSINESS:

1. Planning Commission Recommendation – Building Size Limitations. John Vodopich explained that Council had directed the Planning Commission to evaluate all zones in the code containing building size limitations for possible amendments. He described the process taken by the Commission to solicit public input, ending with a recommendation to Council in August of 2001. He described the main points to their recommendation, which would leave the maximum gross floor area limitations in the zones where they currently exist, and to enact gross floor area limitations in those zones where they currently don't exist. The final recommendation would be to develop a "sensitive area overlay" which would extend along Harborview / North Harborview Drive, and would limit commercial structures to 3,500 square feet, excluding buildings located in the Downtown Business zone between Soundview Drive and Pioneer. John asked for Council direction on how to proceed with the recommendations, and answered questions. After discussion, Council asked to schedule a worksession with staff and the Planning Commission members to gain more information and clarification before drafting an ordinance.

MOTION: Move to schedule a study session with the Planning Commission and staff for Monday, June 17th, at 6:00 p.m.
Ekberg/Ruffo – unanimously approved.

2. Maritime Pier Committee Recommendation. Mark Hoppen explained that earlier this year, an Ad Hoc Committee had formed to advocate for a maritime dock. He said that the committee has made a recommendation for the city to take the necessary steps to acquire property in the Millville area co-owned by John Ancich to construct such a dock. Councilmember Picinich voiced his support to move forward with an effort to construct a maritime pier, but voiced concern about the location of the property and the impact on the surrounding residential neighbors. Councilmember Franich said that he had spoken to the surrounding property owners, who are in favor of a dock, but not at the expense of eroding property values. He added that they did not support the proposal of a water taxi or charter boats at this location. He said that the project should preserve open space and show support of the commercial fishermen.

Councilmember Owel stressed that the proposed pier was intended for short-term use and loading and unloading of vessels. She added that one requirement of grant funding is

recreational use, and if these funds were to be pursued it would dictate recreational use. She added that this might explain why this use was included in the recommendation from the Pier Committee. Councilmember Franich explained that he had no problem with loading and unloading of recreational vessels, but disagreed with using the dock for commercial purposes. Councilmember Ruffo asked to hear from members of the committee.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen explained that he is Co-chair of the Maritime Pier Committee. He said that the recommendation was general to any site that was chosen, and stressed that no one on the committee would want to compromise the residential character of that particular site. He said that when the recommendation for a water taxi was included, the committee was considering a location more central to the downtown core area. He said that he would not like to see too many rules or limitations placed upon the facility, and by virtue of the loading and unloading, short-term moorage character of the dock, it will self-regulate.

Councilmember Owel shared her understanding of a maritime pier to be a working-living history where people could come to watch fishing boats loading and unloading. She said that the inclusion of the other uses might help to gain the greatest support. Councilmember Dick asked if any financing options had been discussed, to which Guy replied that the committee had worked only on the concept at this point.

Mark Hoppen explained that as long as the dock was a “first come, first serve” facility that doesn’t exclude recreational vessels, it may be possible to segregate the property to use making it eligible in part for IAC grant funding. Councilmember Picinich stressed that he is not in favor of a water taxi providing transportation from the Gig Harbor area to Point Defiance or other ports.

Mark Hoppen outlined the process to proceed. After discussion on what steps to take to amend the Capital Facilities plan, the budget, the availability of other property, and SEPA requirements, the following motion was made.

MOTION: Move to direct staff to obtain an appraisal and environmental assessment on the Ancich property as soon as possible.
Picinich/Ruffo – unanimously approved.

Dick Allen – 3603 Ross Avenue. Mr. Allen voiced his appreciation for the effort to establish a maritime pier, and the concern for the neighborhood. He added that he would like to find out what was being proposed. He said that this is a unique property with huge tidelands good for a marina, but not typical for a loading and unloading facility. He said that you should fit the project to the property.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton asked for direction from Council on whether they wished the Maritime Pier Committee to query the neighbors. Councilmember Franich recommended that a meeting be scheduled with the neighbors and the committee. He and Councilmember Picinich offered to participate.

STAFF REPORTS:

1. GHPD – April Stats. No verbal report given.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Ruffo shared an article from the June issue of *SEA Magazine*, featuring Gig Harbor.

Councilmember Young said that all the AWC Conference hotel rooms had been booked, but if anyone needed accommodation, to contact the AWC office and they would help find rooms.

Carol Morris, Legal Counsel, explained that attorney for Abu Rish & Associates, Bill Lynn, had sent amendments to the settlement agreement approved at the last council meeting. She explained the changes and read the proposed amendments and asked for a motion to accept these changes.

MOTION: Move to approve the two sentences as an amendment to the settle agreement between the City of Gig Harbor, Abu Rish and Associates and Pierce County.
Ruffo/Owel – unanimously approved.

ANNOUNCEMENT OF OTHER MEETINGS:

Joint workstudy session with the Planning Commission on Monday, June 17, 2002, at 6:00 p.m.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(b).

MOTION: Move to adjourn to Executive Session at 8:30 p.m. for approximately 5 minutes to discuss property acquisition.
Picinich/Ruffo – unanimously approved.

MOTION: Move to return to Regular Session at 8:35 p.m.
Picinich/Owel – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:36 p.m.
Ruffo/Picinich - unanimously approved.

Cassette recorder utilized.
Tape 653 – Side B 325 – end.
Tape 654 – Both Sides.
Tape 655 – Side A 000 – 057.

Gretchen A. Wilbert, Mayor

City Clerk

TowsleeM

From: John Dawson [dawson@skitsap.wednet.edu]
Sent: Tuesday, June 04, 2002 12:57 PM
To: TowsleeM
Subject: attention G. Wilbert

Ms. Wilbert, I wanted to say thank you for a great experience.

I drove the Navy jeep in the parade on Saturday. As we slowly moved along the audience was very encouraging. I was surprised at how vocal they were and supportive of the Veteran I carried.

I must share this with you too. In the past few years it hasn't often been popular to show patriotism. I don't think I've seen so many children holding their hands over their hearts as I saw on Saturday morning. It is clear to me that you and your staff are creating the right environment in the Public schools in the Gig Harbor area.

Thank you for a wonderful Saturday morning.

Respectfully,

John Dawson

BURKI
CHIROPRACTIC CENTER
www.burkichiropractic.com

RECEIVED
MAY 31 2002
CITY OF GIG HARBOR

Dear Mayor Wilbert,

Please accept our sincere thank you for attending our first annual "Kids Day America/International™" event last Saturday afternoon! Our purpose was to educate children and inform parents of the health, safety and environmental issues that affect us as individuals and as a community. We feel we successfully achieved this goal and you helped us to make a difference!

We had over 300 new friends and neighbors attend this event and we provided Child ID cards to more than 75 children! The cooperation we received from individual members and businesses in our community was overwhelming. The police and fire companies were instrumental to the success of the event, in their efforts to teach the children important safety issues that have profound effects on all their lives.

We received many positive comments after the event and we have already begun our planning process for next year! Thank you again for your support and dedication to the children of our community. We look forward to your return at next year's event!

Yours in health,
Dr. Burki
Dr. Burki and Staff

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, more than 25 years ago, Gary Weisenberger had a calling to serve God and his people; and

WHEREAS, on June 18, 1977, he was ordained as a Catholic Priest; and

WHEREAS, he has served faithfully in his capacity in several communities; and

WHEREAS, eleven of those twenty-five years has been spent serving the St. Nicholas Parish and the greater Gig Harbor Community;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby proclaim June 18th, 2002

REV. GARY WEISENBERGER APPRECIATION DAY

In the City of Gig Harbor and encourage all citizens to join me in celebrating Father Gary for his 25 years of service as a Catholic Priest.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 10th day of June, 2002.

Gretchen A. Wilbert, Mayor

Date



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: RE-APPOINTMENT TO THE PLANNING COMMISSION
DATE: JUNE 3, 2002

INFORMATION/BACKGROUND

The Planning Commission term for member Dick Allen has expired, and he has voiced an interest in serving another six-year term. I would like to thank Dick for serving the City of Gig Harbor and offering to serve another term.

RECOMMENDATION

I am requesting a council motion for the re-appointment of Dick Allen to serve another six-year term on the Planning Commission.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK - *MT*
SUBJECT: AWARD OF BID - FURNITURE FOR CIVIC CENTER
DATE: JUNE 6, 2002

INFORMATION/BACKGROUND

Based on a review of various furniture systems, the city has chosen furniture systems manufactured by Fixtures, Dauphin, Davis, Nevins, Patrican and Mayline to be installed in the new Civic Center. A call for bids was issued in May in the Gateway and News Tribune, and we received two bids.

The two bids are as follows:

Business Interiors Northwest	\$164,726.56
Working Spaces Pacific Inc.	\$164,488.19

FISCAL CONSIDERATION

The bid of \$164,488.19, which includes tax and installation, is within the amount budgeted for furnishing workstations for the Gig Harbor Civic Center.

RECOMMENDATION

Move to award the bid for workstations for the Gig Harbor Civic Center to the low bid placed by Working Spaces Pacific, in an amount not to exceed One Hundred Sixty-Four thousand, Four Hundred Eighty-eight dollars and Nineteen cents (\$164,488.19), which includes all applicable Washington State Sales Tax and installation.

June 5, 2002

Seattle
2901 Third Avenue
Suite 330
Seattle, WA 98121
206.441.6400
Fax 206.448.4452

Civic Center Furniture – Bid Proposal
C/O Ms. Molly M. Towslee, City Clerk
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

Dear Molly,

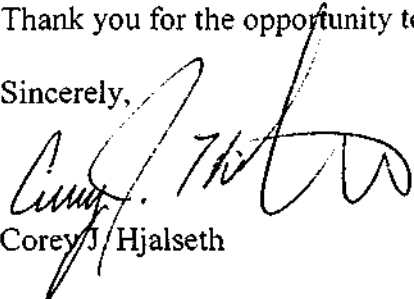
All of us at Business Interiors Northwest appreciate the opportunity to submit the attached bid for furniture for the new Gig Harbor Civic Center. Business Interiors Northwest is firmly committed to our local community and are excited to be a part of this wonderful project.

Please find enclosed the quotation for the ancillary products (seating, tables, etc.) as specified by you and Ron Tjerandsen, Burr Lawrence Rising + Bates Architects. Please note that we've broken out the performance bond on a separate quotation so that you may choose to exercise this or not.

Please call me if you have any questions.

Thank you for the opportunity to work with you on your new Civic Center.

Sincerely,


Corey J. Hjalseth

Enclosures

Tacoma
710 Pacific Avenue
Tacoma, WA 98402
253.627.1000
Fax 253.627.1032

Tukwila
10838 East Marginal Way S
Tukwila, WA 98168
206.762.8818
Fax Upper Office
206.763.4078
Lower Office
206.762.8420

atria in Redmond
15359 NE 90th Street
Redmond, WA 98052
425.497.0110
Fax 425.497.8007

QUOTATION FOR:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335



SHIP TO:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335

QUOTE NO	DATE	CUSTOMER NUMBER	SALESPERSON		
0000111117	06/04/02	GIGHARBOR	COREY J. HJALSETH		
JOB NUMBER	CUSTOMER PHONE NUMBER	SHIP TO PHONE NUMBER	TERMS		
	253 851-8136	253 851-8136	DUE 10 DAYS FROM INVOICE DATE		
LINE	QTY	ITEM CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
			Special Instructions NOTE: ANCILLARY BID, GIG HARBOR CIVIC CENTER FOR BURR LAWRENCE RISING & BATES ARCHITECTS DAUPHIN, FIXTURES, DAVIS, NEVINS AND MAYLINE		
0001	165	#50000 FIXTURES FURNITURE	Fixtures Allure Frame Finish: Black Fabric: Maharam Pose 460310, C	\$233.99	\$38,608.35
0002	25	#50101 FIXTURES FURNITURE	Fixtures Allure Frame Finish: Black Fabric: Maharam Messenger 4586	\$209.57	\$5,239.25
0003	15	#20013 FIXTURES FURNITURE	Fixtures D Chair Frame Finish: Chrome Thermoplastic: Pewter	\$57.64	\$864.60
0004	27	#20011 FIXTURES FURNITURE	Fixtures D Chair Frame Finish: Chrome Fabric: Maharam Pose 460310, C	\$200.77	\$5,420.79
0005	23	#CT 2320P DAUPHIN NORTH AMERIC	Dauphin Contour II Frame Finish: Black Base Fabric: Maharam Shimmy 460650, #OM42WA Armrest Option	\$498.85	\$11,473.55
0006	23	#CT 2320P DAUPHIN NORTH AMERIC	Dauphin Contour II Frame Finish: Black Base Fabric: Maharam Shimmy 460650,	\$420.69	\$9,675.87
0007	21	#SL 1350-660P DAUPHIN NORTH AMERIC	Dauphin Syncro Frame Finish: Black Base Fabric: Maharam Shimmy 460650,	\$443.68	\$9,317.28

ACCEPTED BY:

TITLE:

DATE:

SIGNATURE INDICATES ACCEPTANCE OF BUSINESS INTERIORS NORTHWEST TERMS AND CONDITIONS

BUSINESS INTERIORS
BiNW
NORTHWEST

Improving how you work

Business Interiors Northwest
 710 Pacific Avenue
 Tacoma, Washington 98402
 (253) 627-1000 Phone
 (253) 627-1032 Fax

www.binw.com

QUOTATION

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QUOTATION FOR:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335



SHIP TO:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335

QUOTE NO		DATE	CUSTOMER NUMBER	SALESPERSON	
0000111117		06/04/02	GIGHARBOR	COREY J. HJALSETH	
JOB NUMBER	CUSTOMER PHONE NUMBER		SHIP TO PHONE NUMBER		TERMS
	253 851-8136		253 851-8136		DUE 10 DAYS FROM INVOICE DATE
LINE	QTY	ITEM CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
0008	13	#AP 5411 DAUPHIN NORTH AMERIC	Dauphin Alpha Base: Polished Aluminum Fabric: Maharam Messenger 4586	\$572.41	\$7,441.33
0009	5	#SH 8842 DAUPHIN NORTH AMERIC	Dauphin Shape Base: Polished Aluminum Fabric: Maharam Shimmy 460650	\$855.17	\$4,275.85
0010	8	#SH 8842 DAUPHIN NORTH AMERIC	Dauphin Shape Base: Polished Aluminum Fabric: Davis Brisa, Color 303	\$772.41	\$6,179.28
0011	18	#BU-MBCH-CH DAVIS FURNITURE INDU	Davis Lucid Fabric: Maharam Method 458230 Base: Chrome	\$519.31	\$9,347.58
0012	1	Webb2 DAVIS FURNITURE INDU	Davis Webb Chair Fabric: Standard Webb Back Sil Base: Chrome	\$929.48	\$929.48
0013	2	Webb3 DAVIS FURNITURE INDU	Davis Webb Chair Fabric: Standard Webb Back Sil Frame: Chrome	\$614.48	\$1,228.96
0014	4	#02640 FIXTURES FURNITURE	Fixtures Designer Slack Table Top: Wilsonart Tuscan Marble # Edge: Vinyl Bumper T-Mold, Col Legs: Chrome	\$238.88	\$955.52
0015	1	#OTR215-RO NEVINS	Nevins Veneer Table 48 x 20 x 16 W31 Natural Maple Finish	\$540.16	\$540.16
0016	16	#SRT01-TM03-TL03 NEVINS	Nevins Training Table 24" x 72" Success Rio Base Folding Table Mechanism	\$498.10	\$7,969.60

ACCEPTED BY: _____ TITLE: _____ DATE: _____
 SIGNATURE INDICATES ACCEPTANCE TO BUSINESS INTERIORS NORTHWEST TERMS AND CONDITIONS

QUOTATION FOR:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335

SHIP TO:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335



QUOTE NO	DATE	CUSTOMER NUMBER	SALESPERSON		
0000111117	06/04/02	GIGHARBOR	COREY J. HJALSETH		
JOB NUMBER	CUSTOMER PHONE NUMBER	SHIP TO PHONE NUMBER	TERMS		
	253 851-8136	253 851-8136	DUE 10 DAYS FROM INVOICE DATE		
LINE	QTY	ITEM CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
Line: 0016		(continued)			
0017	3	#CV09-PB06-CV09 NEVINS	Top: Wilsonart Graphite Nebula Nevins Conference Table Veneer Top: 4' x 12' with W31 Base: Bullnose Panel with W31 Edge: Demi Rio Edge W31 Maple	\$2,234.82	\$6,704.46
0018	1	#CV26-XC01 NEVINS	Nevins Veneer Table Top: Houston 30" with W31 Natu Base: 16" Tall	\$1,111.32	\$1,111.32
0020	4	41123 PATRICIAN	Patrician Network Four (4) Casters Fabric: Davis Brisa Color: 291-4427 Mystic	\$834.94	\$3,339.76
0021	4	41123-T PATRICIAN	Patrician Network Four (4) Casters Tablet Left S Fabric: Davis Brisa Color: 291-4427 Mystic	\$945.28	\$3,781.12
0022	20	7737B THE MAYLINE COMPANY	Mayline 4-Post Ranger Steel Ta ble May 7737B with Tool & Plan Custom Color: Herman Miller MT Drafting surface: Birch Melani *** UPCHARGE FOR COLOR MATCH TO HERMAN MILLER MEDIUM TONE INCLUDED IN SELL PRICE	\$596.78	\$11,935.60
0023	1	Labor BUSINESS INTERIORS N	Labor to receive, deliver and place ancillary furniture per bid specifications. Based on standard business hours and area to be free and clear.	\$5,482.00	\$5,482.00

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 710 Pacific Avenue
 Tacoma, Washington 98402
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GIG HARBOR, WA 98335



SHIP TO:

MOLLY TOWSLEE
 GIG HARBOR CIVIC CENTER
 3105 JUDSON STRET

GIG HARBOR, WA 98335

QUOTE NO		DATE	CUSTOMER NUMBER	SALESPERSON	
0000111117		06/04/02	GIGHARBOR	COREY J. HJALSETH	
JOB NUMBER	CUSTOMER PHONE NUMBER	SHIP TO PHONE NUMBER		TERMS	
	253 851-8136	253 851-8136		DUE 10 DAYS FROM INVOICE DATE	
LINE	QTY	ITEM CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
				Subtotal	\$151,821.71
				Sales Tax	\$12,904.85
				Total	\$164,726.56

ACCEPTED BY: _____ TITLE: _____ DATE: _____
 SIGNATURE INDICATES ACCEPTANCE OF BUSINESS INTERIORS NORTHWEST TERMS AND CONDITIONS

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3105 JUDSON STRET

GIG HARBOR, WA 98335



SHIP TO:

MOLLY TOWSLEE
GIG HARBOR CIVIC CENTER
3105 JUDSON STRET

GIG HARBOR, WA 98335

QUOTE NO		DATE	CUSTOMER NUMBER	SALESPERSON	
0000111118		06/04/02	GIGHARBOR	COREY J. HJALSETH	
JOB NUMBER	CUSTOMER PHONE NUMBER	SHIP TO PHONE NUMBER		TERMS	
	253 851-8136	253 851-8136		DUE 10 DAYS FROM INVOICE DATE	
LINE	QTY	ITEM CODE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
			Special Instructions NOTE: PERFORMANCE BID BOND TO BE CHARGED TO CLIENT IF CLIENT REQUIRES PERFORMANCE BOND FROM BINW.		
M001	1	PERFORMANCE BOND BUSINESS INTERIORS N	1% PERFORMANCE BOND FOR QUOTE # 111117. (OPTIONAL)	\$1,533.94	\$1,533.94
				Subtotal	\$1,533.94
				Sales Tax	\$130.38
				Total	\$1,664.32

ACCEPTED BY:

TITLE:

DATE:

SIGNATURE INDICATES ACCEPTANCE OF BUSINESS INTERIORS NORTHWEST TERMS AND CONDITIONS



City Hall Administration Counter

6/04/02

**City Hall
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335**

Re: Civic Center Furniture – Bid Proposal

Dear Sir or Madam,

Thank you for the opportunity to submit a proposal for your evaluation for your furniture needs on your Civic Center project. We are sincerely interested in being of service to you on the project.

Sincerely,

Shaun Murphy

Shaun



Allsteel®

SHAUN MURPHY
PRINCIPAL

PHONE 425-462-1966
DIRECT 425-709-9600
CELL 206-423-5544
FAX 425-462-7050
EMAIL sdmurphy@workingspaces.com

11555 SE 8TH Street, Suite 100
Bellevue, WA 98004

www.workingspaces.com



Civic Center Furniture-Bid Proposal
 c/o City Clerk
 City of Gig Harbor
 3105 Judson Street
 Gig Harbor, WA 98335

6/4/02

FOR: Burr Lawrence Rising + Bates Architects, P.S.
 PROJECT: Gig Harbor Civic Center
 MFG: Dauphin, Fixtures, Davis, Nevins, Patrician Network and Mayline

THIS IS A QUOTATION

QTY	MODEL	DESCRIPTION	EACH
165	#50000	<u>Fixtures</u> Allure Frame Finish: Black Fabric: Maharam Pose #460310, Color 005 Daring	\$224.00
25	#50101	<u>Fixtures</u> Allure Frame Finish: Black Fabric: Maharam Messenger #458640, Color 010 Zinc	\$202.00
15	#20013	<u>Fixtures</u> D Chair Frame Finish: Chrome Thermoplastic: Pewter	\$56.00
27	#20011	<u>Fixtures</u> D Chair Frame Finish: Chrome Fabric: Maharam Pose #460310, Color 005 Daring	\$193.00
23	#CT 2320P #OM42WA	<u>Dauphin</u> Contour II Frame Finish: Black Base Fabric: Maharam Shimmy #460650, Color 006 Lupin Armrest Option	\$478.00
23	#CT 2320P	<u>Dauphin</u> Contour II Frame Finish: Black Base Fabric: Maharam Shimmy #460650, Color 006 Lupin	\$403.00
21	#SL 1350-660P	<u>Dauphin</u> Syncro Frame Finish: Black Base Fabric: Maharam Shimmy #460650, Color 006 Lupin	\$425.00
13	#AP 5411	<u>Dauphin</u> Alpha Fabric: Maharam Messenger #458640, Color 007 Shadow Base: Polished Aluminum	\$586.00
5	#SH 8842	<u>Dauphin</u> Shape Fabric: Maharam Shimmy #460650, Color 006 Lupin Base: Polished Aluminum	\$765.00
8	#SH 8842	<u>Dauphin</u> Shape Fabric: Davis Brisa, Color 303-5749 Black Onyx Base: Polished Aluminum	\$814.00
18	#8U-MBCH-CH	<u>Davis</u> Lucid Fabric: Maharam Method #458230, Color 004 Circuit Base: Chrome	\$497.00
1	Webb2	<u>Davis</u> Webb Chair Fabric: Standard Webb Back Silver & Seat DL3004 Pewter Base: Chrome	\$890.00

2	Webb3	<u>Davis Webb Chair</u> Fabric: Standard Webb Back Silver & Seat DL3004 Pewter Base: Chrome	\$589.00
4	#02640	<u>Fixtures Designer Stack Table</u> Top: Wilsonart Tuscan Marble #2126-60 Edge: Vinyl Bumper T-Mold, Color Black Legs: Chrome	\$229.00
1	#OTR215-RO W31	<u>Nevins Veneer Table</u> 48x 20x 16 Natural Maple Finish	\$492.00
16	SRT01 TM03 TL03	<u>Nevins Training Table</u> 24x 72 Success Rio Base Folding Table Mechanism Top: Wilsonart Graphite Nebula #4623-60	\$454.00
3	CV09 PB06 CV09	<u>Nevins Conference Table</u> Veneer Top, 4' x 12' w/W31 Natural Maple Finish Base: Bullnose Panel w/W31 Natural Maple Finish X2 Edge: Demi Rio Edge W31 Maple	\$2,033.00
1	CV26 XC01	<u>Nevins Veneer Table</u> Top: Houston 30" w/W31 Natural Maple Finish Base: 16" Tall	\$1,011.00
4	41123 (C.O.M.)	<u>Patrician Network</u> Four (4) Casters, Fabric: Davis Brisa (4-1/2 yards) Color: 291-4427 Mystic	\$730.00
4	41123-TL (C.O.M.)	<u>Patrician Network</u> Four (4) Casters, Tablet Left Side Fabric: Davis Brisa (4-1/2 yards) Color: 291-4427 Mystic	\$831.00
20	May 7737B	<u>Mayline 4 Post Ranger Steel Table</u> May 7737B with Tool & Plan Drawer Custom Color: Herman Miller Medium Tone MT Drafting Surface: Birch Melamine Include cost of Delivery & Setup.	\$600.00
1	Freight Expenses, All furnishings.		\$2,840.00
1	Regular Time Delivery and Installation Services.		\$8,100.00

Sub- Total: \$151,184.00

Sales Tax: \$ 13,304.19

Quotation Total: \$164,488.19



Prepared by: Shaun Murphy
Working Spaces Pacific, Inc.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: RENEWAL OF HISTORICAL SOCIETY LEASE
DATE: JUNE 4, 2002

INFORMATION/BACKGROUND

The Gig Harbor Peninsula Historical Society would like to renew its lease agreement with the City of Gig Harbor for an additional five years. The lease renewal option was available to the GHPHS as part of the original 1997 agreement. The renewal option has not been included in the attached agreement. Otherwise, the agreement is unchanged but for dates.

RECOMMENDATION

I recommend approval of the lease agreement as presented.

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor or the "City") and The Gig Harbor Peninsula Historical Society, a Washington non-profit organization (hereinafter referred to as "Lessee" or the "Historical Society").

WHEREAS, the City owns the property described below which is currently unoccupied and will not be needed for any City purpose in the near future; and

WHEREAS, the vacant property is a maintenance problem and a source of potential liability for the City; and

WHEREAS, the Historical Society needs space for display of its exhibits and for storage of artifacts, photographs, and other items of historic interest; and

WHEREAS, the City's property is well suited to the Historical Society's needs; and

WHEREAS, the City is willing to lease the property to the Historical Society and accept certain public benefits for all or part of the rent; and

WHEREAS, the Historical Society is willing and able to provide the public benefits sought by the City; NOW, THEREFORE,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. Lease. The City agrees to lease to the Historical Society the structure, commonly known as the McKenzie Building, located at 4218 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Premises"), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein.

2. Term. The term of this Lease shall commence on July 1, 1997 2002 and shall end on June 30, 2002 7, unless terminated sooner pursuant to the terms and conditions of this Lease. ~~The Lessee shall have the option to renew the Lease for an additional five years.~~

3. Rent. In consideration for this Lease, Lessee shall pay to the City, or provide for the City's benefit, for the use and occupancy of the Premises, the following monthly rent: Seven Hundred Dollars (\$700.00), of which One Dollar (\$1.00) per month shall be paid to the City in US dollars. The remaining portion shall be in the form of agreed upon in-kind services as described in Exhibit B attached hereto. Lessor shall pay the entire amount of monthly cash rent

payments, for the full term of the lease (\$60.00), on or before July 30, ~~1997~~, 2002. Lessor's failure to make the rental payment, or to provide agreed upon services on a timely basis, shall constitute a breach of this Lease.

4. Possession. In the event of the City's inability to deliver possession of the Premises, or any portion thereof, at the time of the commencement of the term of this Lease, neither Lessor nor any of its officers, employees or agents shall be liable for any damage caused thereby, nor shall this Lease thereby become void or voidable, nor shall the term herein specified be in any way extended, but in such event, the Lessee shall not be liable for any rent until such time as the City can deliver possession.

5. Use. The Premises are to be used by the Lessee solely for a public museum, storage of museum artifacts and exhibits, other museum related activities, and its own office use, and not for any other purpose. Lessee shall not sublease the Premises or any portion thereof, or make any assignment of any interest under this Lease, or engage in any activity on the Premises other than that expressly authorized herein, without obtaining the prior written authorization from the City.

6. Assumption of Risk. The placement and storage of personal property on the Premises by Lessee shall be the responsibility, and at the sole risk, of Lessee.

7. Utilities. Lessee hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, phone, cable and all other public utilities which shall be used in or charged against the Premises during the term of this Lease.

8. Leasehold Taxes. Lessee shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the Premises, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

9. Liens. Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

10. Insurance. Lessor has and will maintain insurance against claims for injuries to persons or damages to its property, including the leased Premises. Lessor's reasonable insurance costs incurred for the Premises shall be reimbursed by Lessee quarterly based upon an invoice from Lessor to Lessee describing the insurance costs incurred in the previous quarter. In the event of any casualty or loss, the Lessor shall be entitled to the proceeds of its insurance. Insurance for personal property and contents of the structure, and to cover Lessee's obligations under this Agreement shall be the responsibility of the Lessee.

Lessee shall, in any event, maintain a primary policy of general comprehensive liability insurance, under which the City shall be named an additional insured, as follows:

The City of Gig Harbor is an additional insured for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy for any claim, suit, injury, death, damage, or loss of any sort sustained by any person, organization or corporation in connection with any activity upon or use or occupancy of the Premises, as well as any activity performed by the principal insured.

The coverage provided by this policy to the City or to any named insured, shall not be terminated, reduced or otherwise changed in any respect without providing written notice thereof to the City of Gig Harbor, City Administrator, 3105 Judson Street, Gig Harbor, Washington, 98355, at least thirty days prior to the effective date of the termination or change.

Liability limits shall be at least:

\$1,000,000 (one million) Bodily injury, per person
\$1,000,000 (one million) Property damage, per occurrence

Provided, that in the event the City Administrator determines such coverage to be inadequate to fully protect the Lessee and the City, the Lessee shall increase said liability limits to such amounts as the City Administrator shall deem reasonable to adequately provide the needed protection. The increased coverage shall be provided within sixty days of the date that Lessor mails, or otherwise delivers notice of the additional coverage needed.

11. Contractor's Bonds. At the City's option, Lessee shall require each contractor used by Lessee to perform any demolition or construction work in connection with any improvement, alteration, or addition to be made to the Premises, to secure and maintain, at no cost to the City, a contract or performance bond, payable to Lessee and the City, in the full amount of the contract, conditioned that all the provisions of the contract shall be faithfully performed by the contractor, or the surety if so required, and indemnifying the Lessee and the City against any direct or indirect damages that shall be suffered or claimed for injuries to persons or property during the carrying out of the work of the contract, and conditioned as required by law for the payment of all laborers, mechanics, subcontractors and materialmen, and all persons who shall supply such person or persons or subcontractors with provisions or supplies for the carrying on of such work.

12. Alterations. Lessee shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If Lessee makes any alteration, or installs any improvement on the Premises with the consent of the Lessor, such work shall be at Lessee's own expense, and Lessee shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessee further agrees to save and hold the Lessor

harmless from any damage, loss or expense arising out of the said work. Lessee further agrees not to allow any liens to be filed against the Premises, but in the event that they are, to remove all liens or encumbrances arising as a result of said work.

13. Care of Premises. Lessee shall at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good, habitable condition. Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises. Lessee shall not permit any waste, damage or injury to the Premises; use the Premises for anything that will increase the rate of fire insurance; maintain anything on the Premises that may be hazardous to life or limb; overload the floors; permit any objectionable noise or odor to escape or to be emitted from the Premises; permit anything to be done on the Premises that may in anyway tend to create a nuisance or, in the event of multiple occupancy of the building, disturb other tenants; or use or permit the Premises to be used for lodging or sleeping purposes.

14. Access. Lessee shall allow Lessor, its officials, employees and agents free access at all reasonable times to the Premises. Further, Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessee's use of the Premises.

15. Hazardous Materials. Lessee agrees that it will not, nor will it allow, any third-party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable state or federal regulation.

16. Indemnification and Waiver. Lessee agrees to defend, indemnify and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease or Lessee's enjoyment of the Premises, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence.

In addition to the above, Lessee shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessees' improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee,

including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of said loss.

Lessee agrees to indemnify, hold harmless and defend Lessor, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition arising after execution of this Lease or which arise out of the Lessee's enjoyment of the Premises. Further Lessee agrees to release and hold Lessor, its elected officials, officers, employees, agents and representatives, harmless from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease or the Lessees' enjoyment of the Premises. Should a court of competent jurisdiction determine that this Lease agreement is subject to RCW 4.24.115 then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Lessee and the Lessor, then Lessee's liability hereunder shall be only to the extent of the Lessee's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Lessee's waiver of immunity under RCW Title 51, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section survive the expiration or termination of this Lease.

Lessee further agrees that in the event that any conditions affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, Lessor shall not be required to reimburse the Lessees for any amounts relating to the remaining lease term.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, Lessor shall not be obligated to rebuild the improvements, nor shall Lessor be obligated to make any payments to Lessee related to such loss or the remaining term of the lease.

17. Condemnation. In the event of the taking of the Premises by condemnation or otherwise by any governmental, state or local authority, this lease shall be deemed terminated as of the date the condemning authority elects to take possession. Lessee shall have no claim to, nor shall it be entitled to, any portion of any condemnation award for damages to the Premises.

18. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessee in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by

Lessor, after discussion with Lessee on the feasibility of repair. If Lessor authorizes Lessee to repair the Premises, all such repairs shall be done at Lessee's cost.

19. Signs. All signs or symbols placed on the Premises by Lessee shall be subject to the prior approval of Lessor. In the event Lessee shall place signs or symbols on the Premises not acceptable to Lessor, Lessor may demand immediate removal of such signs or symbols and Lessee shall remove such signs or symbol within 24 hours of notice from Lessor. Any signs placed on the Premises shall be removed on termination of this Lease and any resulting damage to the Premises caused by such sign or symbol shall be repaired by Lessee.

20. Termination. In the event Lessee defaults in the performance of any of the terms, provisions, covenants and conditions to be kept, observed or performed by Lessee, and such default is not corrected within thirty (30) days after the receipt of notice thereof from Lessor, or such shorter period as may be reasonable under the circumstances; or if Lessee shall abandon, desert, vacate or otherwise leave the Premises; then, in such event, Lessor, at its option, may terminate this Lease together with all of the estate, right, title and interest thereby granted to or vested in Lessee, by giving notice of such election at least twenty (20) days prior to the effective date thereof, and as of such effective date, this Lease and all of the estate, right, title and interest thereby granted to or vested in the Lessee shall then cease and terminate, and Lessor may re-enter the Premises using such force as may be required. Notwithstanding such re-entry by Lessor, and anything to the contrary in this Lease, the liability of the Lessee for the rent provided herein for the balance of the term of this Lease shall not be extinguished.

Lessor shall not be in breach of any obligation to perform under this Lease unless Lessor fails to perform such obligation within a reasonable time, which time shall not extend more than thirty (30) days after notice by the Lessee to Lessor specifying the particular obligation that Lessor has failed to perform; Provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for performance, then Lessor shall not be in breach if Lessor commences performance within the 30 day period, and thereafter diligently prosecutes the same to completion.

21. No Relationship. In no event shall the City be construed or held to have become in any way or for any purpose a partner, associate, or joint venturer of Lessee or any party associated with Lessee in the conduct of Lessee's business or otherwise. This Lease does not make Lessee the agent or legal representative of the City for any purpose whatsoever.

22. Surrender of Premises. Upon expiration or termination of this Lease, including any extensions thereof, Lessee shall quit and surrender the Premises without notice, and in as good condition as received at commencement of the term, except for changes due to ordinary wear and tear, damage or destruction by fire or other casualty or circumstances uncontrollable by the Lessee.

23. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

24. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

25. Non-Waiver of Breach.
The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

26. Assignment and Subletting. The Lessees shall not, under any circumstances whatsoever, assign or sublet this Lease.

27. Disputes, Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

28. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party.

29. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

Historical Society
P. O. Box 744
Gig Harbor, WA 98335
Attn: Christina Erlich

City of Gig Harbor
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

30. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSOR:

LESSEE:

CITY OF GIG HARBOR

Gig Harbor Peninsula Historical Society

By: _____
Its _____

By: _____
By: _____

STATE OF WASHINGTON)

) ss.

COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the State
of Washington, residing
at: _____
My Commission expires: _____

EXHIBIT A

Lot 2 of Pierce County Short Plat No. 79-365, filed June 13, 1979 in Book 15 of Short Plats at page 43, Auditor's File No. 8411280295; and

That portion of the following property lying outside of the Town of Gig Harbor:

Beginning at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 6, Township 21 North, Range 2 East,

W.M., thence parallel with the North line of said subdivision, west 326 feet; Thence parallel with said East line of said subdivision, South 140 feet; Thence parallel with said North line of the subdivision, west 1004 feet more or less to the Northwest corner of said subdivision; Thence on said North line East 1320 feet to the point of beginning, Excepting therefrom the right of way for the Cushman Power Line of the City of Tacoma, all in Pierce County, Washington.

Together with those easements for access, maintenance and utilities as delineated on said Short Plats.

Situate in the County of Pierce, State of Washington.

EXHIBIT B

MUTUAL AND OFFSETTING BENEFIT LEASE AGREEMENT

SCOPE OF SERVICES

The Gig Harbor Peninsula Historical Society shall provide the following services to the City as Mutual and Offsetting Benefits in lieu of payment of the full fair market rent for the City-owned space leased under this agreement.

1. Collect, preserve, and interpret artifacts significant to the history of the Gig Harbor Peninsula.
2. Provide educational programs and activities to the public.
3. Collect, and make available to the public, research material about the history of the Gig Harbor Peninsula.



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: MAI APPRAISAL CONTRACT
DATE: JUNE 5, 2002

INFORMATION/BACKGROUND

The attached contract provides for the appraisal of the Ancich property as requested by Council. The city's standard form professional services agreement has been signed by Lamb Hanson & Lamb, one of the appraisal firms identified on the city's small works roster.

RECOMMENDATION

I recommend approval of the appraisal agreement as presented.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and LAMB HANSON LAMB APPRAISAL ASSOC. a corporation organized under the laws of the State of Washington, located and doing business 132 S. SPOKANE ST. Seattle WA 98134, Washington (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design of _____, and desires that the Consultant perform services necessary to provide the following consultation services.
APPRAISAL OF 3525 HARBORVIEW DRIVE, Gig Harbor

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated N/A, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A - Scope of Services**, and are incorporated by this reference as if fully set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

I. Description of Work

The Consultant shall perform all work as described in **Exhibit A**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Four thousand dollars (\$4,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B - Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

The parties intend that an independent contractor-client relationship will be created by this Agreement. As the Consultant is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or sub-consultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or sub-consultant of the City. In the performance of the work, the Consultant is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the City to the employees, agents, representatives, or sub-consultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and sub-consultants during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by July 20, 2002; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to one consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been

terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

The provisions of this section shall survive the expiration or termination of this Agreement.

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide evidence, in the form of a Certificate of Insurance, of the following insurance coverage and limits (at a minimum):

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

X. Ownership and Use of Records and Documents

Original documents, drawings, designs and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this Agreement will be safeguarded by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or become applicable within the terms of this Agreement to the Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT	
Project Manager	
Firm Name	City of Gig Harbor
Address	3105 Judson Street
City, State, Zip	Gig Harbor, Washington 98335
Phone	(253) 851-8145

XVII. Assignment

Any assignment of this Agreement by the Consultant without the written consent of the City shall be void. If the City shall give its consent to any assignment, this paragraph shall continue in full force and effect and no further assignment shall be made without the City's consent.

XVIII. Modification

No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner whatsoever, this Agreement or the Agreement documents. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto, which may or may not have been executed prior to the execution of this Agreement. All of the above documents are hereby made a part of this Agreement and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6 day of June, 2002.

CONSULTANT

CITY OF GIG HARBOR

By: Michael B. Lamb MM By:
Its Principal

Mayor

Notices to be sent to:

CONSULTANT

Project Manager C. E. Boyle
Firm Name LAMB HANSON & LAMB
Address 132 S. SPOKANE ST. STE 100
City, State, Zip Seattle WA 98134
Phone 206-403-1500 x34

City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8145

APPROVED AS TO FORM:

City Attorney

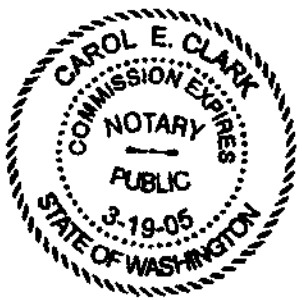
ATTEST:

City Clerk

STATE OF WASHINGTON)
)
COUNTY OF Pierce) ss.

I certify that I know or have satisfactory evidence that Michael B. Lamb is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Lamb Hanson Lamb Animal Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6-6-02



Carol E Clark
Carol E Clark

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing at:
1919 88th DR SE Everett, WA 98205

My Commission expires: March 19, 2005

STATE OF WASHINGTON)
) ss.
 COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)
 NOTARY PUBLIC in and for the
 State of Washington, residing at:

My Commission expires: _____

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 5/03/02

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20020831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 HARBOR HUMIDOR INC.	HARBOR HUMIDOR 3123 56TH ST NW #5 GIG HARBOR WA 98335 0000	080669	BEER/WINE SPECIALTY SHOP
2 ANDRADE'S, INC.	PUERTO VALLARTA - GIG HARBOR #2 4225 HARBORVIEW DR GIG HARBOR WA 98335 0000	364637	SPIRITS/BR/WN REST LOUNGE +
3 WYVERN RESTAURANTS, INC.	ROUND TABLE PIZZA 5500 OLYMPIC DR BLDG H GIG HARBOR WA 98335 0000	076725	BEER/WINE REST - BEER/WINE

RECEIVED
MAY 21 2002
CITY OF GIG HARBOR



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 5/21/02

TO: CITY OF GIG HARBOR

RE: ASSUMPTION
From CRAIG C. NELSEN ENTERPRISES, L.L.C.
Dba WATER TO WINE

APPLICANTS:

WATER TO WINE L.L.C.

License: 082542 - 1J County: 27
UBI: 602-204-687-001-0001
Tradename: WATER TO WINE
Address: 3028 HARBORVIEW DR
GIG HARBOR WA 98335-1962

FORECKI, GAIL MARIE
1966-07-02 557-71-9462
FORECKI, PAUL ROBERT
1966-04-28 566-67-3062

Phone No.: 253-853-9463 GAIL FORECKI

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time.

- | | YES | NO |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process) | | |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. | | |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20020930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE ETC. 3306 HARBORVIEW DR GIG HARBOR WA 98332 2126	083190	BEER/WINE SPECIALTY SHOP
2 STILE, INC.	HARBOR ROCK CAFE' 6565 KIMBALL DR GIG HARBOR WA 98335 0000	081255	BEER/WINE REST - BEER/WINE
3 PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
4 JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
5 SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE +



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: UTILITY REQUEST - McCORMICK RIDGE
DATE: MARCH 15, 2002

INFORMATION/BACKGROUND

City staff has been working with Mr. Phil Canter on the McCormick Ridge Condominium project located in the 12300 block of Canterwood Boulevard. The site is located within the city's urban growth area. Mr. Canter has indicated that the property owner of record is Scott J. Edwards.

POLICY CONSIDERATIONS

A requirement of an outside utility extension agreement is that the development of the property conform to all city development standards and city codes. The McCormick Ridge development has been reviewed and approved by both Planning and Engineering.

FISCAL CONSIDERATIONS

The development requires 50 equivalent residential units of sewer (ERUs). At the current outside rate of \$3,390 per ERU, the current total fee of \$169,500 plus special charges for application, inspection, and as-built plans bring the current total connection charges to \$178,875. Consequently, the capacity commitment payment at 15% for a three-year capacity commitment is \$26,831.25, which will be credited on a per connection basis. Each connection will pay the connection fee in effect at the time that connection is requested and at the time that the city permits connection to the city system. So, actual sewer connection fees paid over time may be greater than the current total connection charge of \$178,875.

RECOMMENDATION

Staff recommends approval of the contract as presented.

UTILITY EXTENSION, CAPACITY AGREEMENT
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this ____ day of _____, 2002, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Scott Edwards, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Canterwood Blvd. NW at the following location:

as identified in Exhibit 'A'

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 50 ERUs per day average flow; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall

not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on March 24, 2005, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$26,831.25 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Land Use.** The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: R-1
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.
- C. The development shall conform to the decision of the Pierce County Hearing Examiner on the McCormick Ridge Condominiums PDD dated August 8, 2001 (Exhibit 'B'). The City of Gig Harbor shall approve any modifications or changes that deviate from this approval.
- D. The development shall conform to the landscape plans for the MRC PDD project

dated August 30, 2001 (Exhibit 'C').

- E. The development shall conform to the MRC PDD site plan dated November 9, 2001 and received on February 14, 2002 with a cover letter addressed to Mr. Rob White from Mr. Phil Canter dated February 7, 2002 (Exhibit 'D').
- F. The development shall conform with the MRC PDD architectural plan dated March 4, 2002 and received on April 12, 2002 with a cover letter addressed to Mr. Rob White from Mr. Phil Canter dated April 10, 2002 (Exhibit 'E').

12. **Liens.** The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

13. **Termination for Non-Compliance.** In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

14. **Waiver of Right to Protest LID.** Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

Sidewalks

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

15. **Specific Enforcement.** In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

16. **Covenant.** This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce

County Auditor shall be borne by the Owner.

17. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

18. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this _____ day of _____, 2002.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Name:
Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, is the person who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____


Signature

NOTARY PUBLIC for the State
of Washington, residing at

My commission expires: _____

Mayor Gretchen Wilbert

OWNER

Name: 
Title:

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

Exhibit 'A'
LEGAL DESCRIPTION
FOR McCORMICK RIDGE PROPERTY

June 4 2002

Commencing at the Northeast Corner of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, in Pierce County, Washington; thence S 02°20'29" W, along the east line of said section, 1324.68 feet to the 16th corner between the Northeast Corner and the East Quarter Corner of said section; thence N 88°00'50" W along the south line of the northeast quarter of the Northeast Quarter of said section, at distance of 1302.88 feet to the centerline of Canterwood Boulevard NW, per Pierce County road plans for Canterwood Boulevard, NW approved March 10, 1993, on file at the Pierce County Department of Public Works; thence S 04°59'57" E along said centerline, 131.70 feet to a brass surface monument and point of curvature; thence 129.24 feet along a curve to the right, having a radius of 1000.00 feet, and a central angle of 7°24'17"; thence S 02°24'20" W along said centerline 402.47 feet; thence N 88°00'16" W, 35.00 feet to the TRUE POINT OF BEGINNING; thence continuing N 88°00'16" W, 581.22 feet; thence northeasterly, 65.94 feet along a curve to the right, having a radius point which bears S 82°18'28" E, 1339.99 feet, through a central angle of 2°49'10", to a point of tangency; thence N 10°30'42" E, 210.09 feet to a point of curvature; thence 393.49 feet along a curve to the left having a radius of 860.00 feet; thence S 88°00'50" E, 531.07 feet; thence S 01°09'28" E, 41.33 feet; thence N 88°50'32" E, 23.94 feet; thence S 04°59'57" E, 95.74 feet to a point of curvature; thence 124.71 feet along a curve to the right, having a radius of 965.00 feet, thence S 02°24'20" W, 402.72 feet to the TRUE POINT OF BEGINNING.

Parcel No. 01-22-25-1-020

Containing 362,636 square feet (8.325 Acres), more or less.





Pierce County

Exhibit 'B'

Office of the Pierce County Hearing Examiner

902 South 10th Street
Tacoma, Washington 98405
(253) 272-2206

STEPHEN K. CAUSSEAU
Pierce County Hearing Examiner

August 8, 2001

Land Resource Group
11507 Steele St. S., Suite 200
Tacoma, WA 98444-1425

RECEIVED
CITY OF GIG HARBOR
AUG 16 2001
PLANNING AND BUILDING
SERVICES

RE: PLANNED DEVELOPMENT DISTRICT: McCormick Ridge
Condominiums PDD

Dear Applicant:

Transmitted herewith is the report and decision of the Pierce County Hearing Examiner relating to the above-entitled matter.

Very truly yours,

MARK E. HURDELBRINK
Hearing Examiner

MEH/llm

cc: Parties of Record
PIERCE COUNTY PLANNING AND LAND SERVICES
PIERCE COUNTY BUILDING DIVISION
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT
PIERCE COUNTY PUBLIC WORKS AND UTILITIES DEPARTMENT
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
FIRE PREVENTION BUREAU
PIERCE COUNTY PARKS AND RECREATION
PIERCE COUNTY COUNCIL
PIERCE COUNTY RESOURCE MANAGEMENT

Exhibit 'B'
OFFICE OF THE HEARING EXAMINER

PIERCE COUNTY

REPORT AND DECISION

CASE NO.: **PLANNED DEVELOPMENT DISTRICT:**
McCORMICK RIDGE CONDOMINIUMS PDD

APPLICANT: Land Resource Group
11507 Steele St. S., Suite 200
Tacoma, WA 98444-1425

AGENT: Canter Development Company
Attn: Mr. Phil Canter
13915 - 52nd Ave NW
Gig Harbor, WA 98332

SUMMARY OF REQUEST:

The applicant is requesting a Planned Development District (PDD) consisting of 25 duplexes on an 8.32-acre site. The site consists of one parcel that would not be subdivided. All 25-duplexes would be located on one parcel as a condominium project. A total of 74,181 square feet of tree preservation areas/buffers are proposed. The site would be served by Washington Water Company, City of Gig Harbor Sanitary Sewers (proposed), and private internal driveway. The parcel is currently vacant and located in a Moderate Density Single Family (MSF) zone classification, at the 12300 Block of Canterwood Blvd. N.W., immediately east of the junction of State Route 16 (SR16) and State Route 302 (SR302), in the SW ¼ of the NE ¼ of Sec. 25, T22N, R1E, W.M., in Council District #7.

SUMMARY OF DECISION:

Granted, subject to conditions.

PUBLIC HEARING:

After reviewing Planning and Land Services Report and examining available information on file with the application, the Examiner conducted a public hearing on the request as follows:

The hearing was opened on July 18, 2001 at 9:06 a.m.

Parties wishing to testify were sworn in by the Examiner.

The following exhibits were submitted and made a part of the record as follows:

Exhibit 'B'

- EXHIBIT "1" - Planning and Land Services Staff Report and Attachments
- EXHIBIT "2" - Elevation plan – Unit A, 3 story building
- EXHIBIT "3" - Two story unit – Unit B
- EXHIBIT "4" - Two story unit – Unit C
- EXHIBIT "5" - Unit "D" – Two story, one unit on top of other
- EXHIBIT "6" - Reduced copy of line of site
- EXHIBIT "7" - June 15, 2001, letter from Skinner
- EXHIBIT "8" - July 17, 2001, letter from John Batawetch
- EXHIBIT "9" - Washington Forestry Consultants report
- EXHIBIT "10" - July 19, 2001, letter to Examiner from William T. Lynn
- EXHIBIT "11" - Minutes of the Peninsula Advisory Commission dated June 27, 2001

Appearing was TY BOOTH who presented the Planning Division staff report. The applicant is requesting a Planned Development District consisting of 25 duplexes on an 8.32 acre site. The parcel is currently vacant and located in a Moderate Density Single Family zone classification. The site is located along SR-16. It is within the designated Urban Growth Area of the City of Gig Harbor which means it is likely to be annexed into the city in the future. The proposed density is consistent with the city's zoning. The Peninsula Advisory Commission recommended approval of the PDD, but denial of the 50 foot buffer modification request. The site has potential for very good views, but the trees within the 50 foot buffer obstruct some of the views. Therefore, the applicant is requesting to cut down some of the larger trees. Part of the buffer modification plan would be a replanting and enhancement of the buffer. The 50 foot buffer is intended to obstruct views from SR-16 so that passing cars do not see residences along the roadway. The applicant is proposing that he provide curbs, gutters, sidewalks and planter strips on both sides of the main internal loop road. Streetlights would also be placed along the internal roads along with an eight-foot wide pedestrian path. It appears that the main issue before the Examiner is the modification of the 50 foot buffer along SR-16. The applicant has hired a landscape architect. The architect has prepared a tree removal and supplemental planting plan that will insure that they achieve a complete and safe visual screen within the buffer. According to the architect, the retained and planted trees would provide improved noise reduction and visual screening. It would produce an evergreen hedge effect. The

Exhibit 'B'

applicant is proposing to provide approximately 1.66 acres of natural areas. There would also be an onsite recreational area. This area would be landscaped in such a way as to be consistent with the needs of the intended more mature market. Staff recommends approval subject to the conditions contained within the report. Concerns have been expressed regarding the cutting of trees within the buffer area in the future. Staff would like the applicant to comment.

Appearing was WILLIAM LYNN, the attorney for the applicant, who stated that the major issue before the Examiner is the buffer modification. The applicant wants the same thing as everyone else, noise reduction and visual screening. The reason why the applicant wants to cut down some of the trees within the buffer area is to enhance the views. These will be high quality homes. The views are extraordinary in this area. He then introduced the rest of the applicant's team.

Appearing was DENISE STEFFES who is the Design Architect for the proposal. She described how the buildings are proposed to be built. There are several different types of duplexes. On the high side of the slope they will be one story and as you go down the slope they will be two stories. Colors will be natural looking such as brown with green roofs. The buildings will not be over 35 feet in height. They will have the look of single family housing, yet they will be duplexes. There will be a passive recreation area that will be approximately 10,000 square feet. She also described the area that will be undisturbed.

Reappearing was WILLIAM LYNN who introduced some of the exhibits.

Reappearing was DENISE STEFFES, who stated that the buildings will vary in sizes from a small of 1,800 square feet to the largest size of 2,500 square feet. This would be per unit. There is an option to put in elevators. The different proposed buildings were further described.

Appearing was PHIL CANTER who is the project manager. The site slopes east to west because of the grade. It allows for substantial views. If the buffer area is allowed to be altered, the proposed buffer modification plan would allow for very heavy vegetation. As one drives through the proposal, it will feel like single family housing. The applicant has received six letters from the Summerset neighbors. They have replied to each one. He believes they have satisfied their concerns. One of the big concerns is the removal of some of the buffer and the potential noise that could be created. The proposed trees to be removed will not substantially affect views. It is the lower, bushier trees that provide both the noise reduction and the visual screening. The neighboring properties currently have view access. The ability to provide views will enhance the entire neighborhood. This will be an upscale development. An exhibit was shown that indicates that trees need to be approximately 30 feet tall to totally obstruct automobile views. He further described how this was calculated. The homeowners obviously will not want to see cars either. There will still be 60 trees maintained even after cutting down some of the larger trees. The

Exhibit 'B'

replanting will be extensive. Their initial surveyor did not do a good job. The applicant has since hired Galen Wright who has given the County and the Examiner a proposed plan. The heights of the trees were properly calculated. Obviously as you go down the site the trees block the views of the proposed houses. There will be an eight-foot pedestrian/bicycle pathway constructed. There will also be planting on both sides of the internal plats roads and along Canterwood Drive. This pathway will allow for safe bicycle traffic. Currently it is unsafe because the road comes to a crest at the top of the hill and there is only a gravel shoulder to ride on. The submitted pictures were examined showing the views and neighboring properties. In the past there have been problems with cutting within the 50 foot buffer. He believes that the plan proposed will provide for visual screening and at the same time allow for views.

Reappearing was WILLIAM LYNN who clarified what the line of site exhibit actually shows.

Reappearing was PHIL CANTER who again clarified the exhibit. If there are 30 foot high trees within the buffer then the automobiles will not be able to see any of the buildings.

Appearing was GALEN WRIGHT who is the forestry consultant for the applicant. There was some activity within the buffer area 15 to 20 years ago. Currently there is a mixture of very tall and short trees with a variety of ground shrubs. There are some Pacific Madronas which have been impacted by disease. There is proposed to be 47 trees removed from the area. There will be some tall trees that will be retained. The trees that will be cut will be mostly Douglas Fir and some Madrona. He recommends that the replantings be for species that mature at 20 to 30 feet in height. He described these proposed trees. The trees would fill in the gaps that are currently located within the 50 foot strip. In fact, this buffer enhancement would help out the noise and views. In three to five years this area will be filled in pretty well. In 10 years it will be a very dense buffer.

Reappearing was PHIL CANTER who stated that surveyors identified the trees that will be removed. There still will be 50, 60 to 70 foot high trees. The plan was not to cut all of the tall trees down. Trees were selected based on height and based on whether or not they had branches on the lower part of their trunk. The trees without branches were chosen to be cut because they did not provide effective screening. They do propose that there be a management plan put in place and staff can help in drafting this management plan. There may be proposed cutting within the buffer area in the future because the trees will grow up. This can be addressed by staff and the applicant and be a condition of approval.

Reappearing was WILLIAM LYNN who had a suggestion regarding another condition that could be added to the decision. He submitted this to the Examiner. He believes that if a management plan is put within the decision, then there will not be cutting within the 50 foot buffer area absent approval. Without a management plan, people have a tendency to cut within this area anyway. This plan will provide some flexibility.

Exhibit 'B'

Reappearing was TY BOOTH who wanted it clarified about how many trees will be cut.

Reappearing was GALEN WRIGHT who stated that it is based on the map that has been submitted to the Examiner.

Reappearing was PHIL CANTER who stated that there may be some disputes about the number of trees cut and retained because the prior tree expert may have counted four-stemmed as either four or one. The actual trees that will be cut are the same.

Reappearing was TY BOOTH who stated that he would suggest an increased bond be provided by the applicant because it appears that the cost to replant will only be \$7,000.00. This means very little to the applicant.

Reappearing was WILLIAM LYNN who stated that they will cooperate completely with staff on this issue.

Reappearing was GALEN WRIGHT. Upon questioning by TY BOOTH, he indicated that the particular trees that were chosen were chosen because of their potential for growth. There does have to be enough sunlight to encourage the growth. It is unclear how soon the bigger trees that are not being proposed to be cut would be a problem. There is a map indicating which trees are going to be cut and which trees are going to be retained.

No one spoke further in this matter and so the Examiner took the request under advisement and the hearing was concluded at 10:55 a.m.

NOTE: A complete record of this hearing is available in the office of Pierce County Planning and Land Services.

FINDINGS, CONCLUSIONS AND DECISION:

FINDINGS:

1. The Hearing Examiner has admitted documentary evidence into the record, viewed the property, heard testimony, and taken this matter under advisement.
2. Notice of this request was advertised in accordance with Chapter 1.22 of the Pierce County Code. Notice of the date and time of hearing was published two (2) weeks prior to the hearing in the official County newspaper. Property owners within 300 feet of the site were sent written notice. Notice has been posted on the site.
3. Pursuant to the State Environmental Policy Act (SEPA) and the Pierce County Environmental Regulations (Title 18D, Pierce County Code), the Pierce County Environmental Official has reviewed this project and issued a Mitigated

Exhibit 'B'

Determination of Nonsignificance (MDNS) on June 13, 2001, with a comment deadline of June 28, 2001, and an appeal deadline of July 12, 2001. Based on comments received from the City of Gig Harbor, a corrected MDNS was issued to reflect that sanitary sewer approval has not yet been granted. The MDNS was issued after it was determined that the proposal would not create any probable significant adverse environmental impacts relating to air, groundwater, environmental health, utilities, public services, transportation, etc., if one mitigation measure was met.

4. The Peninsula Advisory Commission (PAC) heard the request at its regular scheduled meeting on June 27, 2001. The Commission moved to recommend approval of the PDD, but denial of the 50 foot buffer modification. The Commission felt that the buffer modification was not appropriate because the existing 50 foot buffer already provides adequate screening.
5. The applicant has a possessory ownership interest in an 8.32 acre parcel of property located at the 12300 block of Canterwood Blvd. N.W. This site is immediately east of the junction of SR-16 and SR-302. There is a Master Plan Community to the east and a single family subdivision to the north. To the south is vacant undeveloped land. This particular parcel is currently unimproved. It slopes from east to west and provides a spectacular view.
6. The applicant requests approval of a Planned Development District (PDD) to allow improvement of the site with 25 duplexes, a 10,466 square foot passive recreation area, and 74,181 square feet of tree preservation areas. All 25 lots will be located on the same parcel. There will be adequate setbacks along all the property lines. The applicant is requesting that they be allowed to cut some of the trees within the 50 foot buffer area that is adjacent to SR-16. There is a proposed extensive replanting and maintenance plan. There will be an undisturbed area left to the north which is adjacent to the already existing subdivision. A passive recreational area will also be constructed. The intended residents of this PDD are mature, thus a passive recreation area was chosen. The site would be accessed via one private internal driveway that will connect with Canterwood Blvd. N.W. It will satisfy all County road standards. The applicant is proposing to construct a paved pedestrian pathway along the east portion of the site.
7. The site is located within the Moderate Density Single Family (MSF) designation of the 1994 Pierce County Comprehensive Plan and the MSF zone classification of the Pierce County Code (PCC). LU-Re Objective 33 states that living areas should be located in convenient proximity to work, shopping, and leisure time areas. This site is located a close distance to the City of Gig Harbor and SR-16 which allows for convenient access to these areas. The housing appears to be adequately buffered from any incompatible uses. LU-Re Objective 34 states that the MSF zone should

Exhibit 'B'

provide for a variety of residential densities in an Urban Growth Area. Development in the zone should generally range from two to six dwelling units per acre. This proposal is at the upper range of this objective. The applicant is proposing 25 duplexes on 8.32 acres, 6 dwelling units per acre. LU-Re Objective 35 states that urban density living shall only be within an Urban Growth Area. This area is located within an Urban Growth Area. Therefore, the proposal satisfies the applicable objectives, principles, and standards of the 1994 Pierce County Comprehensive Plan.

8. The applicant does satisfy the Residential Design Criteria under PCC 18A.350.25. Sidewalks, curbs, and gutters will be installed along the internal plat road. Street trees and street lighting also will be located along the internal plat road. In addition, the applicant is proposing an 8 foot wide pedestrian/bike path, planter strips, and streetlights along Canterwood Drive N.W. where it abuts the site. This will help alleviate potential dangerous situations along this roadway because it will allow pedestrians and bike riders safe walking conditions. The applicant also satisfies the criteria for open space and recreation areas. There will be approximately 1.66 acres of natural buffer/tree retention areas. This will be along the north side of the site. There will also be a proposed 10,466 square feet passive recreational area. This is far in excess of the 17,100 square feet that would be required.
9. PCC 18A.35.030 contains the landscaping requirements. PCC 18A.35.030.e. states that along SR-16 there is a required 50 foot wide undisturbed natural buffer area. The intent of the buffer is to retain all existing vegetation and provide a complete visual screen between the site and abutting highways. The applicant is proposing to cut 47 trees within this 50 foot buffer zone and replant with shorter bushier trees. There still will remain the underbrush and 67 existing trees. The applicant will replant a significant amount of trees. The testimony was that in 3 to 5 years there will be a significant visual screen and in 10 years there will be a 100% visual screen. Currently there is not a complete visual screen. The applicant's proposal will enhance the intended visual screen. The reason that the applicant wants to cut down some of the trees is to provide adequate views for the intended residents. Eventually there will be an Evergreen "hedge" across the entire buffer. This will be an improvement over what currently exists in the buffer. The intent of the 50 foot buffer is to provide the visual screen. The applicant's plan will provide a significant visual screen, albeit over the course of time. There will be a significant number of trees and underbrush that is left even after the proposed cutting, thus the visual screen will still be present. Therefore, the applicant's proposed modification of the buffer will actually enhance the overall quality of the 50 foot screen and at the same time will provide the homes with the views that are desired. The intent of this section will be satisfied. Because this is a PDD application, the variance criteria are not required to be satisfied.

Exhibit 'B'

10. Prior to obtaining approval of a PDD the applicant must establish that the request satisfies the criteria set forth in Section 18A.75.050(I) PCC. Findings on each criteria are hereby made as follows:
 - A. As previously found, the proposed development is in substantial conformance with the Comprehensive Plan.
 - B. The only possible exception to the standards of the underlying district are that there is only 10,466 square feet of usable onsite recreation area. In addition, the proposal would provide 1.66 acres of natural buffers/tree retention areas. The park is consistent with the more mature intended residents of the development. The design of the duplexes are unique. They appear to be single family residences at first glance, but are in fact duplexes. The placement of the garages create this look.
 - C. The applicant has requested no deviations from County road standards.
 - D. The proposal is in harmony with the surrounding areas and its potential uses. There is an existing single family residential subdivision to the north. There will be an existing natural buffer of at least 85 feet between the northern subdivision and this proposal. There is an existing Canterwood development to the east, but Canterwood Drive N.W. separates the two sites. The site is located along a hillside, thus the visual impacts are minimal.
 - E. The system of ownership and means of developing, preserving, and maintaining open space through a homeowner's association is suitable.
 - F. The applicant must obtain a PDD because of the proposal for duplexes on one parcel. This proposal will result in a uniformly designed project in terms of building and landscaping design. It will have a beneficial effect upon the area.
 - G. No one has presented evidence that the applicant will not pursue and complete the proposed development in a conscientious and diligent manner.
 - H. The applicant has made adequate provisions for sidewalks, curbs, gutters and streetlights.
11. The applicant is not requesting the height of any of the buildings be above those that are allowed under the underlying MSF zone. The maximum building height will be the allowable 35 feet. All setback requirements for the underlying zone will be satisfied, and in fact, be exceeded in most circumstances.

Exhibit 'B'

CONCLUSIONS:

1. The Hearing Examiner has jurisdiction to consider and decide the issues presented by this request.
2. The applicant has established the request for a Planned Development District to allow improvement of a 8.32 acre parcel with 25 duplexes and satisfies the criteria set forth in the 1994 Pierce County Comprehensive Plan, PCC 18A.35.025, PCC 18A.35.030, and the Planned Development District criteria under Section 18A.75.050(I) PCC and, therefore, should be approved subject to the following conditions:
 1. Per Section 18A.75.050 N. of the Pierce County Zoning Code, within three (3) years from the date of conditional approval of a preliminary development plan by the Examiner, the applicant shall submit a final development plan for the PDD or a stage thereof for approval. When deemed reasonable and appropriate, the Examiner may grant an extension of one year for such submittal. If at the date of expiration of the time period provided herein a final development plan has not been filed for approval, or at any time after a final plan has been approved it appears that the project is not progressing in a reasonable and consistent manner or the project has been abandoned, action may be initiated pursuant to Section 18A.85.060 to revoke the PDD. When revocation has been enacted upon a PDD, the land and the structures thereon may be used only for a lawful purpose permissible within the zone in which the PDD is located.
 2. No County permits whatsoever shall be issued for the site until a final development plan has been approved.
 3. A Class IV General Forest Practice Application (FPA) from the Washington State Department of Natural Resources and/or Pierce County is required prior to the commencement of any timber harvesting activity on the site. Failure to do so may result in the placement of a six-year development moratorium on the site. No timber harvest shall occur on the site until a final development plan has been approved.
 4. All requirements of the Pierce County Building Department must be met prior to the issuance of building permits.
 5. Unless modified by this decision, all issues regarding landscaping and buffering shall be in accordance with Section 18A.35.030 (Landscaping and Buffering Section) of the Pierce County Zoning Code.
 6. A school bus holding area and area light shall be provided at the intersection of the site driveway and Canterwood Dr. NW if requested

Exhibit 'B'

by the Peninsula School District. The issue shall be resolved prior to approval of the final development plan.

7. A storm drainage plan must be submitted to the Development Engineering Section as part of the site development plans. The storm drainage plan shall be in accordance with Pierce County Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage, Ordinance No. 99-24S.
8. A site stabilization plan must be submitted to the Development Engineering Section as part of the site development plans. The site stabilization plan shall be in accordance with Pierce County Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage, Ordinance No. 99-24S.
9. The site stabilization plan must include erosion control measures for development of the project up through completion of all structures.
10. Erosion control facilities must be installed, and subsequently, inspected and approved by Pierce County prior to site clearing. All necessary erosion control facilities must be properly maintained during all phases of site development to prevent debris, dust, and mud from accumulating on the County right-of-way and/or adjacent property.
11. All work associated with stabilizing slopes and other disturbed areas shall be in accordance with Pierce County Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage, Ordinance No. 99-24S.
12. If cleared, the County right-of-way must be seeded, mulched, and stabilized as required by the County.
13. The intent of the erosion control facilities is to protect downstream property owners from landslides, sediment buildup, and downstream channel scouring. If the intent of the requirement is not met, then all building and construction activity on site shall be discontinued and directed to meeting the intent of the requirement.
14. A clearing and grading plan must be submitted to the Development Engineering Section as part of the site development plans. The clearing and grading plan shall be in accordance with Pierce County Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage, Ordinance No. 99-24S.
15. All clearing and grading limits outside of the road easement/right-of-way shall be shown on the site development plans.
16. All proposed accesses must be accurately depicted on the applicable plan and submitted to the Development Engineering Section for review and approval.

Exhibit 'B'

17. All internal site access must conform to Pierce County Title 17C, Construction and Infrastructure Regulations - Building and Fire Codes.
18. Any work in the County right-of-way will require a permit.
19. A geotechnical report shall be submitted to Pierce County for review and approval prior to issuance of the site development application(s). This report must be prepared in accordance with the applicable sections of Pierce County Title 18E, Critical Areas, Ordinance 97-84.
20. The delineated geotechnical critical buffers and building setbacks shall be survey located and must be accurately shown on the site development plans.
21. Prior to issuance of a permit, the applicant will be required to submit a financial guarantees to the County to ensure compliance with the provisions of Pierce County Title 17A, Construction and Infrastructure Regulations - Site Development and Stormwater Drainage, Ordinance No. 99-24S; the permit; and accepted plans.
22. All fences, pillars, signs, structures, etc. must be located on private property and must not impair sight distance to the County road.
23. The applicant will be required to submit a Right of Entry Agreement with Pierce County.
24. The applicant will be required to submit a reclamation guarantee to Pierce County.
25. The applicant will be required to submit a Commercial Industrial Agreement to Maintain Stormwater Facilities and to Implement a Pollution Source Control Plan. This document will include Stormwater Pollution Prevention Best Management Practices that must be incorporated into the project stormwater facilities in accordance with Pierce County Title 11, Illicit Stormwater Discharges, Ordinance 96-47.
26. This project shall conform to all the applicable sections of the following Pierce County ordinances that were in effect at the time of application:
 - Title 11, Illicit Stormwater Discharges, Ordinance 96-47.
 - Title 17A, Site Development and Storm Drainage Manual, Ordinance No. 99-24S.
 - Title 17B, Manual on Design Guidelines and Specifications for Road and Bridge Construction, Ordinance 99-24S.
 - Title 17C, Construction and Infrastructure Regulations - Building and Fire Codes.
 - Title 18E, Critical Areas, Ordinance 97-84.
27. Utility easements shall be provided on the face of the final development plan, which are necessary to the provision of water,

Exhibit 'B'

power, sewer, and natural gas and mail delivery to the lots within the subdivision. The affected purveyors should be contacted prior to development of the final development plan for their specific easement requirements.

28. A Memorandum of Agreement shall be completed and recorded by the applicant with the Pierce County Auditor in conjunction with the **final development plan approval** by the Director of Pierce County Planning and Land Services.
29. On-site parking and building illumination shall be shielded in such a way as to prevent light and glare from passing beyond the applicant's boundary property lines.
30. The site shall be developed under unified control and any division of the property into separate ownerships will require the filing and approval of a short subdivision or formal subdivision, as appropriate. As a condition of the Planned Development District approval, no exemptions from platting will be permitted.
31. Development shall be substantially in conformance with the approved preliminary site plan. The Planning Director may approve minor deviations.
32. When encroachments or conflicts are known prior to submittal of the final development plan, Pierce County encourages resolution to these issues so that final development plan approval will not be delayed by disputes.
33. Any proposed changes to the site plan/design approved by the Hearing Examiner shall require approval by the County and City of Gig Harbor.
34. As part of the Final Development Plan, the Applicant shall submit a buffer plan for the 50 feet adjacent to SR-16. The plan shall be based upon the Tree Evaluation submitted by Washington Forestry Consultants, Inc. and shall be supplemented by provisions for ongoing maintenance of the buffer. The maintenance component shall address limits on removal of trees in the buffer for view maintenance, replacement of trees removed or lost due to natural causes, the obligations of the Condominium Association for maintenance, and financial security to ensure that buffer plantings are successful.

DECISION:

The applicant's request for a Planned Development District (PDD) consisting of 25 duplexes on an 8.32 acre site is hereby granted subject to the conditions contained in the conclusions above.

ORDERED this 7th day of August, 2001.



MARK E. HURDELBRINK
Deputy Hearing Examiner

TRANSMITTED this 8th day of August, 2001, to the following:

APPLICANT: Land Resource Group
11507 Steele St. S., Suite 200
Tacoma, WA 98444-1426

AGENT: Canter Development Company
Attn: Mr. Phil Canter
13915 - 52nd Ave. NW
Gig Harbor, WA 98332

OTHERS:

Galen Wright	1919 Yelm Hwy. SE	Olympia, WA 98501
Denise Steffes	1927 Post Alley	Seattle, WA 98101
Scott Edwards	11507 Steele St. S. #200	Tacoma, WA 98444
Bill Lynn	P.O. Box 1157	Tacoma, WA 98401
Eva Jacobson	4026 Canterwood Dr. NW	Gig Harbor, WA 98332
Carl Halsan	P.O. Box 1447	Gig Harbor, WA 98335

PIERCE COUNTY PLANNING AND LAND SERVICES
PIERCE COUNTY BUILDING DIVISION
PIERCE COUNTY DEVELOPMENT ENGINEERING DEPARTMENT
PIERCE COUNTY PUBLIC WORKS AND UTILITIES DEPARTMENT
TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
FIRE PREVENTION BUREAU
PIERCE COUNTY PARKS AND RECREATION
PIERCE COUNTY COUNCIL
PIERCE COUNTY RESOURCE MANAGEMENT

Exhibit 'B'

CASE NO: Planned Development District: McCormick Ridge
Condominiums PDD

NOTICE

1. **RECONSIDERATION:** Any aggrieved party or person affected by the decision of the Examiner may file with the department a written request for reconsideration based on any one of the following grounds materially affecting the substantial rights of said party or person:

A. Errors of procedure or misinterpretation of fact, material to the party seeking the request for reconsideration.

B. Irregularity in the proceedings before the Examiner by which such party was prevented from having a fair hearing.

C. Clerical mistakes in the official file or record transmitted to the Examiner, including errors arising from inadvertence, oversight, or omission, which may have materially affected the Examiner's decision on the matter.

The request must be filed no later than 4:30 p.m. on August 17, 2001, with the Planning and Land Services Department along with the required reconsideration fee at Pierce County Planning and Land Services Department, Annex, 2401 South 35th Street, Tacoma, WA 98409. This request shall set forth the bases for reconsideration as limited by the above. The Examiner shall review said request in light of the record and take such further action as he/she deems proper; including, but not limited to, denying the request, granting the request, with or without oral argument, and may render a revised decision.

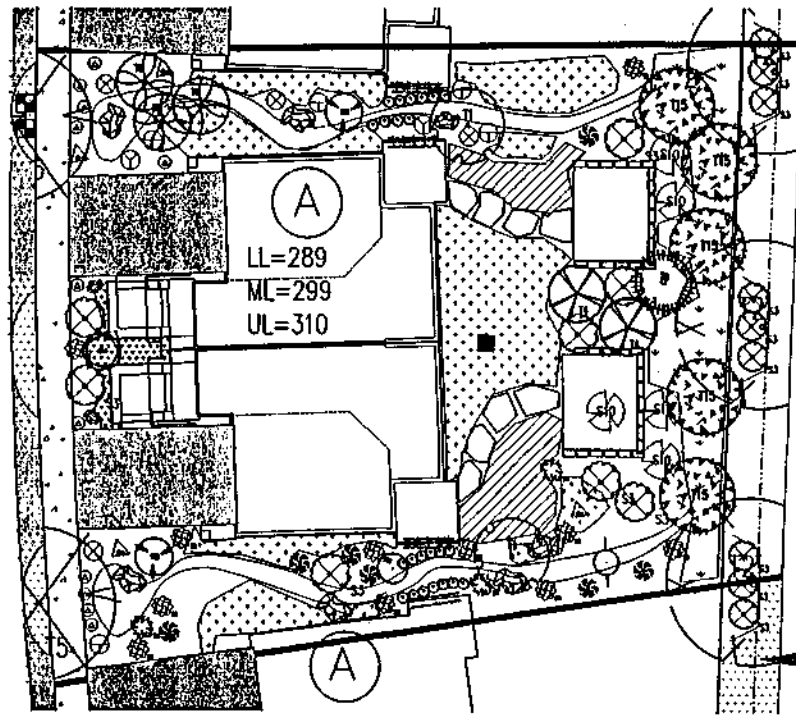
2. **APPEAL OF EXAMINER'S DECISION:** The final decision by the Examiner may be appealed in accordance with ch. 36.70C RCW.

NOTE: In an effort to avoid confusion at the time of filing a request for reconsideration, please attach this page to the request for reconsideration.

Exhibit 'C'

LANDSCAPE LEGEND 'A' Units

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
(Circle with cross)	Small Tree	(Circle with dot)	Small Tree
(Circle with horizontal lines)	Medium Tree	(Circle with vertical lines)	Medium Tree
(Circle with diagonal lines)	Large Tree	(Circle with horizontal lines)	Large Tree
(Circle with vertical lines)	Small Shrub	(Circle with diagonal lines)	Small Shrub
(Circle with horizontal lines)	Medium Shrub	(Circle with vertical lines)	Medium Shrub
(Circle with diagonal lines)	Large Shrub	(Circle with horizontal lines)	Large Shrub
(Circle with vertical lines)	Small Flowering Plant	(Circle with diagonal lines)	Small Flowering Plant
(Circle with horizontal lines)	Medium Flowering Plant	(Circle with vertical lines)	Medium Flowering Plant
(Circle with diagonal lines)	Large Flowering Plant	(Circle with horizontal lines)	Large Flowering Plant
(Circle with vertical lines)	Small Groundcover	(Circle with diagonal lines)	Small Groundcover
(Circle with horizontal lines)	Medium Groundcover	(Circle with vertical lines)	Medium Groundcover
(Circle with diagonal lines)	Large Groundcover	(Circle with horizontal lines)	Large Groundcover
(Circle with vertical lines)	Small Lawn	(Circle with diagonal lines)	Small Lawn
(Circle with horizontal lines)	Medium Lawn	(Circle with vertical lines)	Medium Lawn
(Circle with diagonal lines)	Large Lawn	(Circle with horizontal lines)	Large Lawn
(Circle with vertical lines)	Small Path	(Circle with diagonal lines)	Small Path
(Circle with horizontal lines)	Medium Path	(Circle with vertical lines)	Medium Path
(Circle with diagonal lines)	Large Path	(Circle with horizontal lines)	Large Path
(Circle with vertical lines)	Small Wall	(Circle with diagonal lines)	Small Wall
(Circle with horizontal lines)	Medium Wall	(Circle with vertical lines)	Medium Wall
(Circle with diagonal lines)	Large Wall	(Circle with horizontal lines)	Large Wall



TYPICAL 'A' UNIT PLANTING PLAN
SHEET 04-10-01



PROJECT:
BY/DATE:

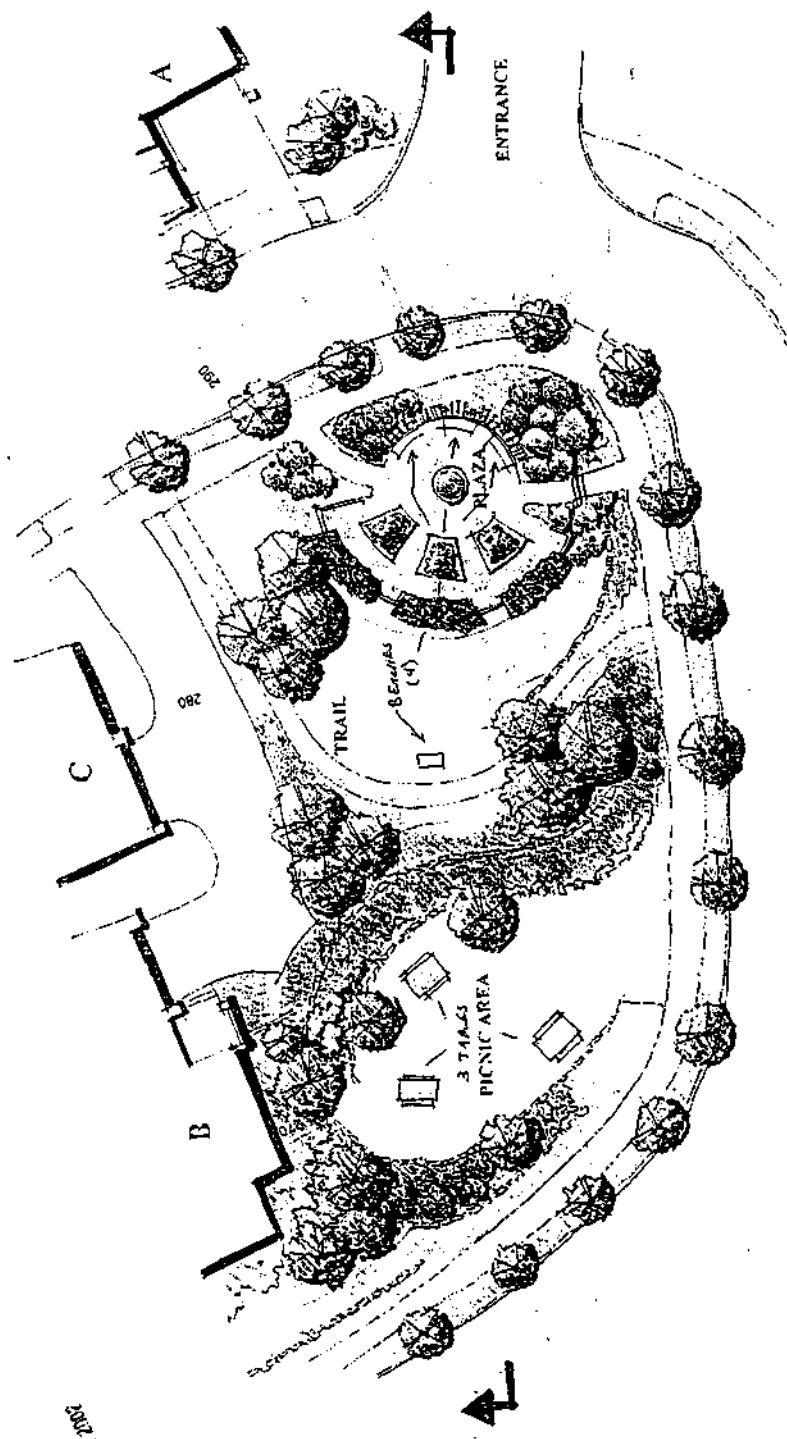
McCormick Ridge
Condominiums
614 Barker, Waukegan, IL
Landscape Group, LLC
Landscape Architecture Division

DRAWING GROUP FOR
AGENCY
REVIEW
DATE: April 26, 2011

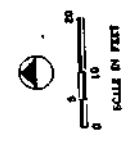
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FILE NAME: 0001-1
DATE: 08.0
DRAWN BY: 000
CHECKED BY: 000
PLotted: 0.1
DRAWING SCALE: 1/4" = 1'-0"

DRAWING CONTENT:
TYPICAL 'A'
UNIT LANDSCAPE
PLAN
DRAWING NO.:
L1.3

Exhibit 'D'



- 4 Benches - within TF Stage
- 3 Picnic Tables - w/ square Tables



J. B. CORMICK
ARCHITECTS
1000 GARDEN CITY AVENUE
NEW YORK, N.Y. 10022

Conceptual Plan of Open Space
MAY 25, 2001

CORMICK RIDGE

2001.1.1

Exhibit 'D'



December 20, 2001

FEB 14 2002

Canter Development Co.
19315 52nd Ave. NW
Gig Harbor, WA 98332

RE: Bus stop

Dear Phil,

In response to your fax of earlier today, I've taken a look at bus service in the area near the McCormick Ridge Condos. You are correct; Pierce Transit currently does not have service to this area. At this time, there's no need for us to request a new bus stop at the Condos.

I'm glad you'll be including a school bus shelter and assume it will be ADA accessible. Perhaps, if we're able to expand service to the Condos in the future, we'll be able to make use of existing facilities

I appreciate you taking the time to contact me. Good luck with the permitting process.

If you have any questions or concerns about the stop, please contact me before July 31st, 2001 at (253) 581-8130 or MADAMS@PIERCETRANSIT.ORG.

Sincerely,

A handwritten signature in cursive script that reads "Monica Adams".

Monica Adams, Planning Assistant
Capital & Long Range Planning

MCCORMICK RIDGE DOC

Exhibit 'D'

CANTER DEVELOPMENT COMPANY
13915 52nd Avenue NW
Gig Harbor, WA 98332
(253) 857-4888 Fax: (253) 858-6752

FEB 14 2002

February 7, 2002

Mr. Rob White
Associate Planner, Planning and Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335

Subject: Design Review for McCormick Ridge Condominiums

Dear Rob:

Please find enclosed our revised site plan connecting all "D" unit entrances to the primary walkway and showing a 6 foot recess for the "D" unit garages from the entryway. Also, please find attached a park plan with fixtures locations, a site plan with unit body colors designated, and the letter from Monica Adams, Pierce Transit, stating they do not need a bus stop. I hope these revisions are acceptable to the staff.

Please note all walkways are 5 feet minimum and the primary walk is 5 feet 6 inches. As shown all walkways are differentiated texture where crossing driveways. I will add the note regarding "glass not mirrored" to your elevation drawings when all other items are approved. Please give me a call when I should come in to annotate the elevations. Roof pitch is 4/12 to allow views.

Please let me know if you require further information. Hopefully, our Utility Extension Agreement is ready to go to the City Council for their decision.

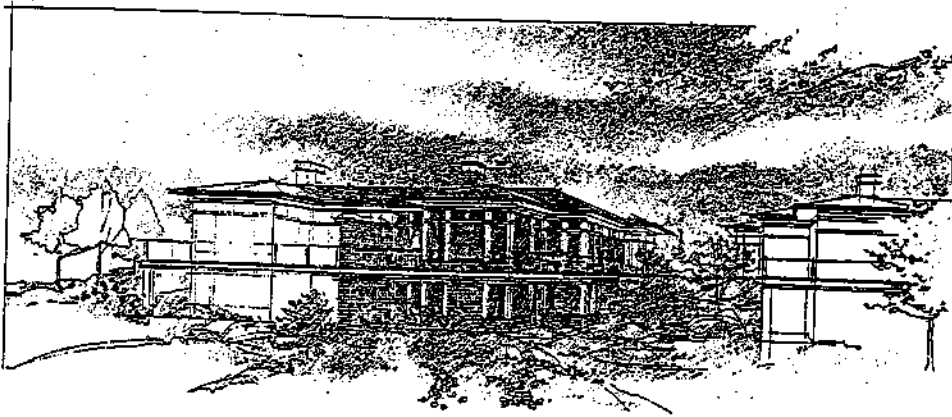
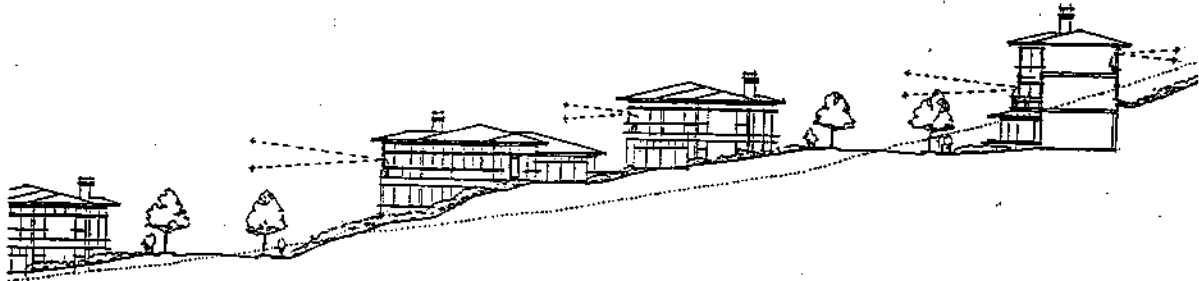
Thank you for your guidance in helping us comply with the Gig Harbor code requirements. Please contact me at (253) 225-1159 if you have any additional questions.

Sincerely,



Phil Canter
Project Manager

Exhibit 'D'



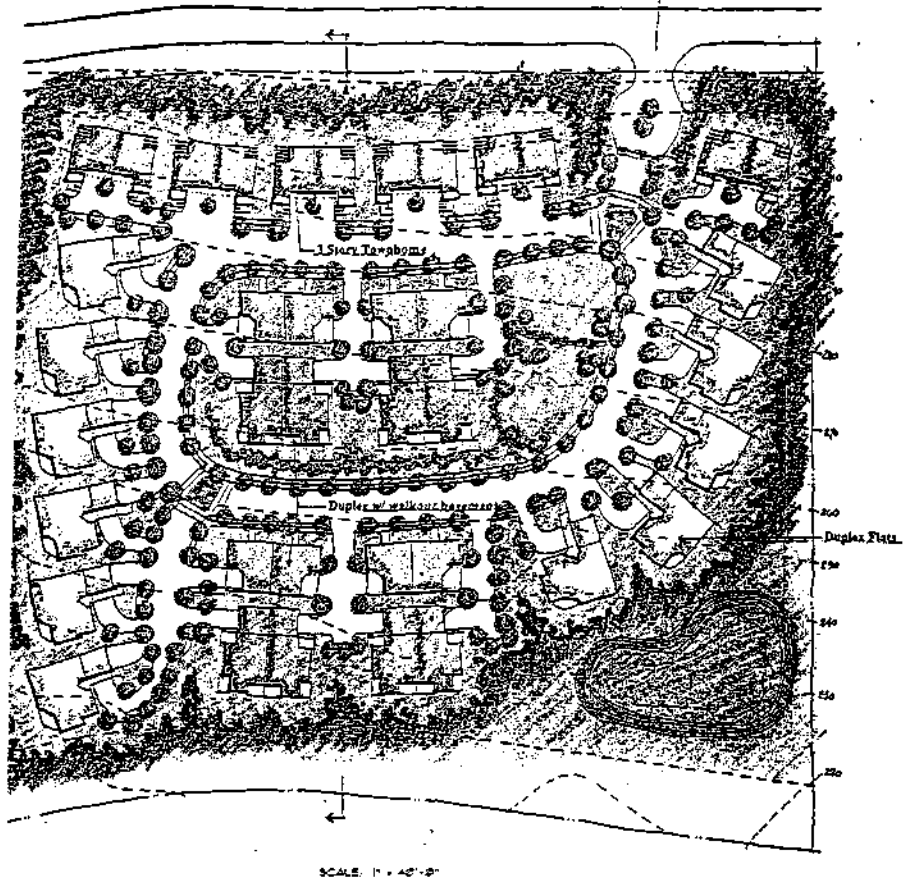
CONCEPTUAL SITE SECTION

MCCORMICK RIDGE

21 MARCH 2001

J. SCOTT DE

Exhibit 'D'



Product Mix:
22 - Duplex Flats @ 1670 sf
8 - Duplex w/ Walkout Basmt. @ 1
8 - Duplex w/ Walkout Basmt. @ 1
12 - Three Story Townhomes @ 113
50 - Total

CONCEPTUAL SITE PLAN

MCCORMICK RIDGE

27 MARCH 2001

J. SCOTT DEVEL

Exhibit 'E'
CANTER DEVELOPMENT COMPANY
13915 52nd Avenue NW
Gig Harbor, WA 98332
(253) 857-4888 Fax: (253) 858-6752

April 10, 2002

Mr. Rob White
Associate Planner, Planning and Building Services
City of Gig Harbor
3125 Judson Street
Gig Harbor, WA 98335

Subject: Design Review for McCormick Ridge Condominiums

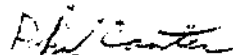
Dear Rob:

Please find enclosed one set of the site plan, our revised building elevations with the 4/12 roofs, and the landscape plans. Please note that non-reflective glass is specified on each drawing.

Please let me know if you require further information for our Utility Extension Agreement to go to the City Council for their approval.

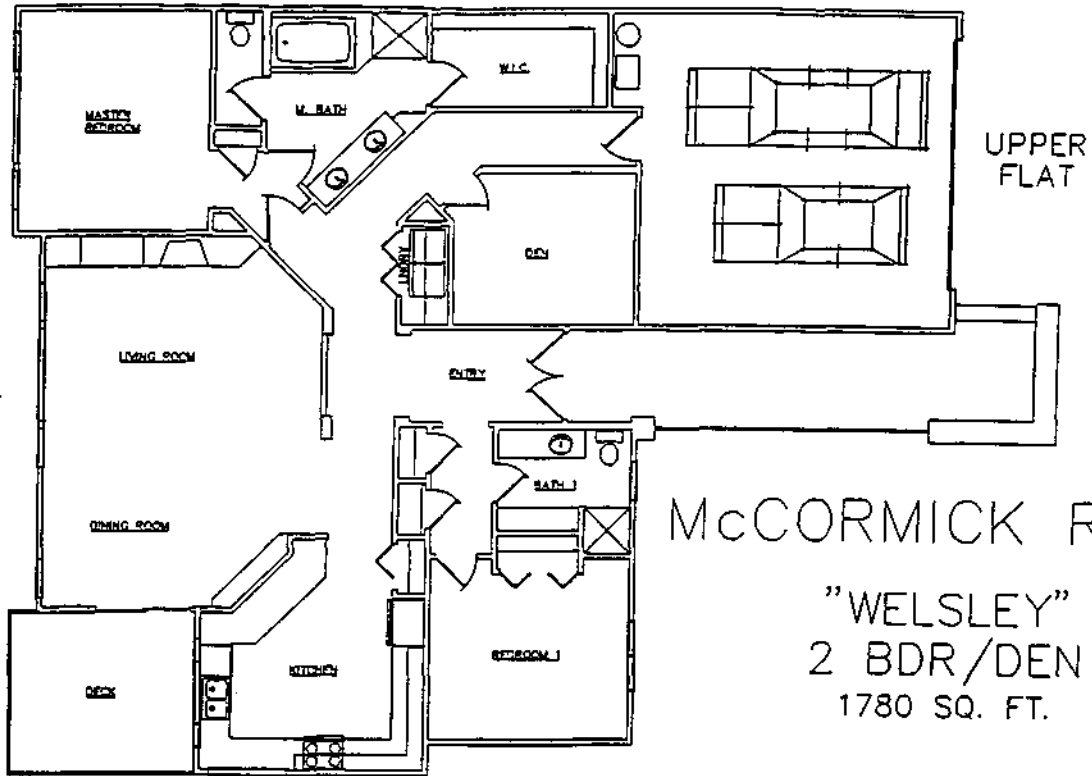
Thank you for your guidance in helping us comply with the Gig Harbor code requirements and improving the project. Please contact me at (253) 225-1159 if you have any additional questions.

Sincerely,



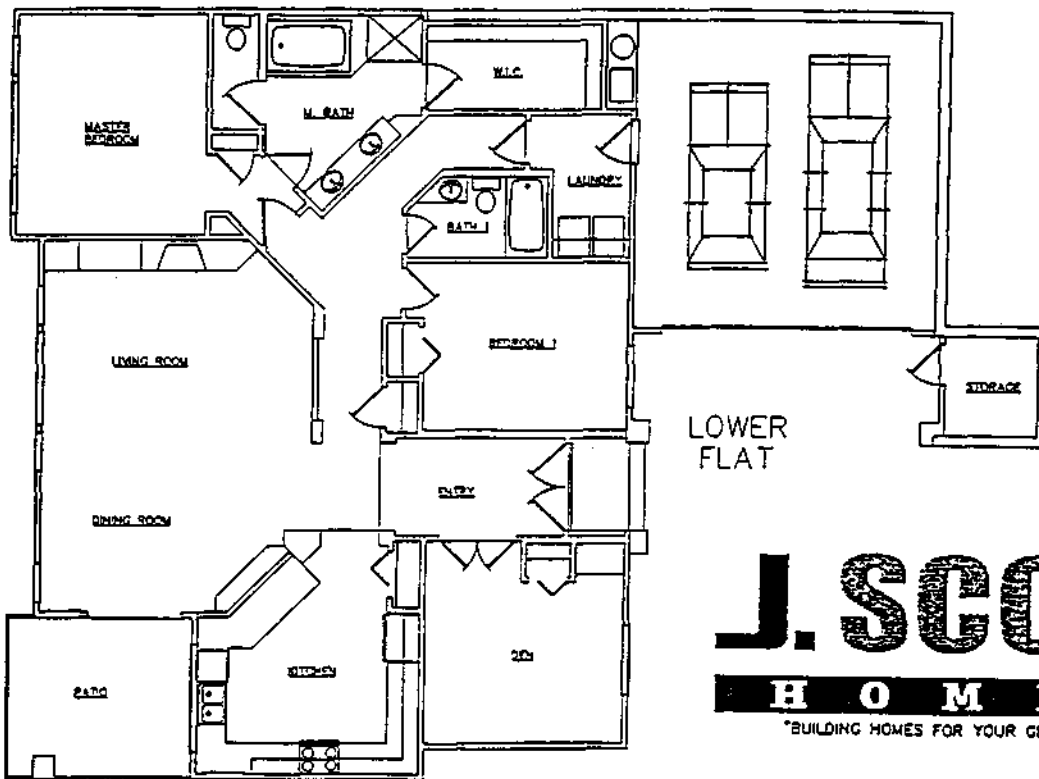
Phil Canter
Project Manager

Exhibit 'E'



McCORMICK RIDG

"WELSLEY" "D"
2 BDR/DEN
1780 SQ. FT.

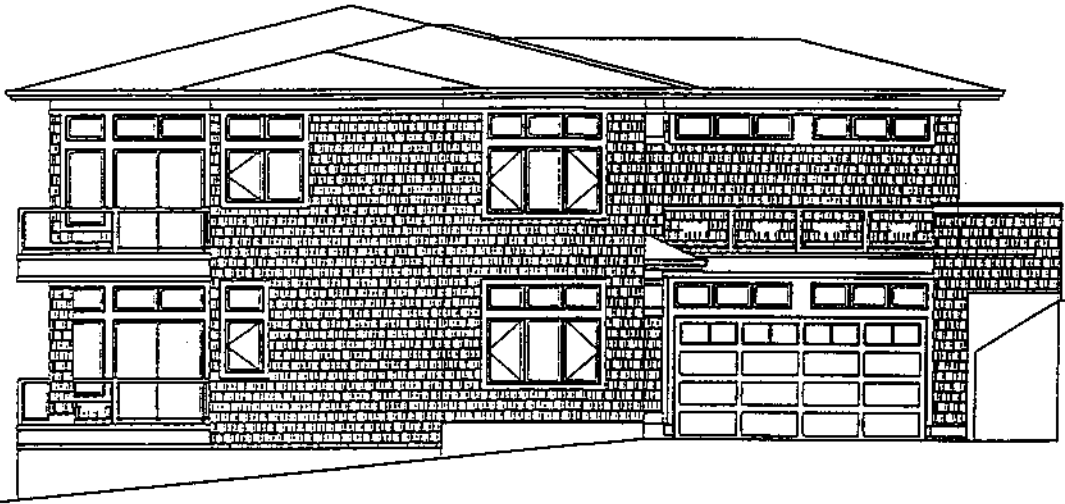
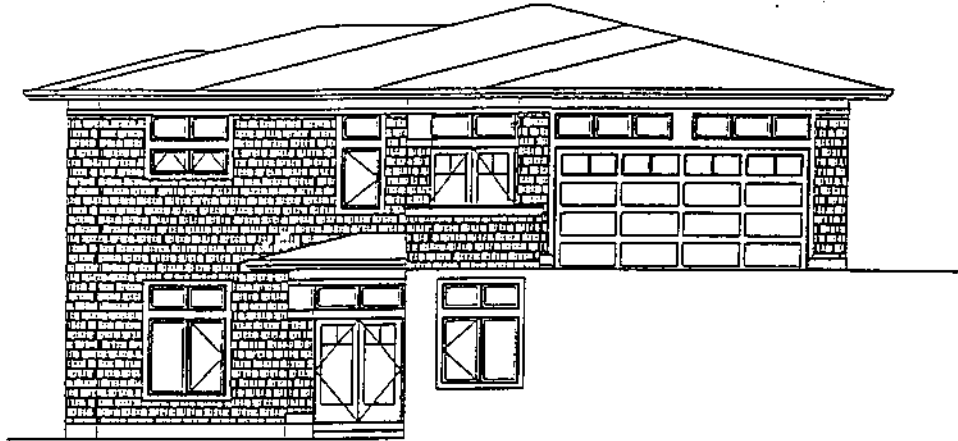


LOWER
FLAT

J. SCOTT
HOMES
"BUILDING HOMES FOR YOUR GENERATION"

McCormick Ridge is a J. Scott Homes community. In a continuous effort to balance market demands for quality and affordability, J. Scott Homes reserves the right to change specifications, prices, and availability without notice.

Exhibit 'E'



McCORMICK RIDGE

"WELSLEY" "D"

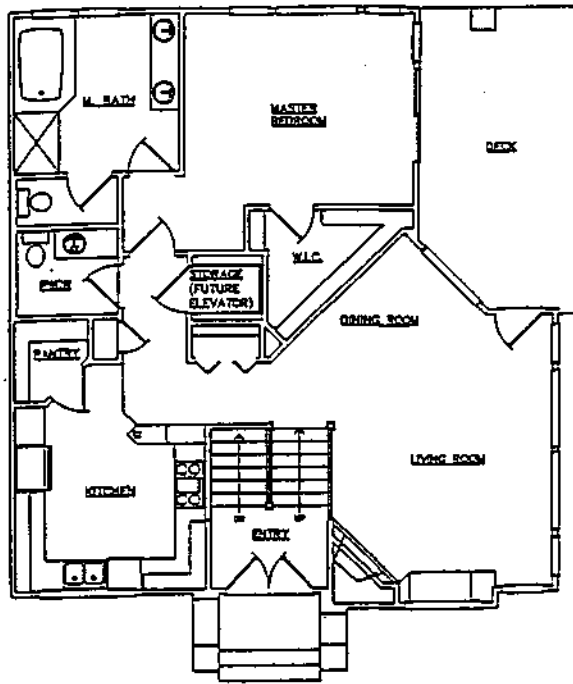
J. SCOTT
HOMES

"BUILDING HOMES FOR YOUR GENERATION"

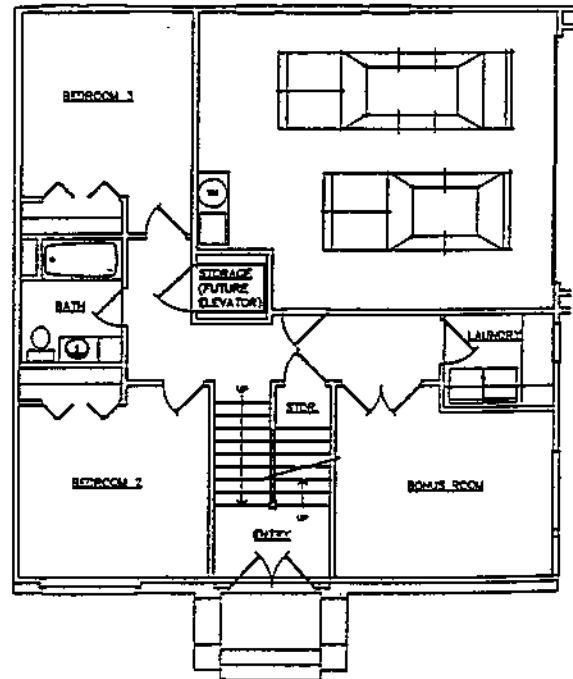
... in a continuous effort to balance market demands for quality and affordability

Exhibit 'E'

McCORMICK RIDGE
"MARSTEN" "C"
3 BDR/BONUS ROOM,
1980 SQ. FT.



UPPER FLOOR

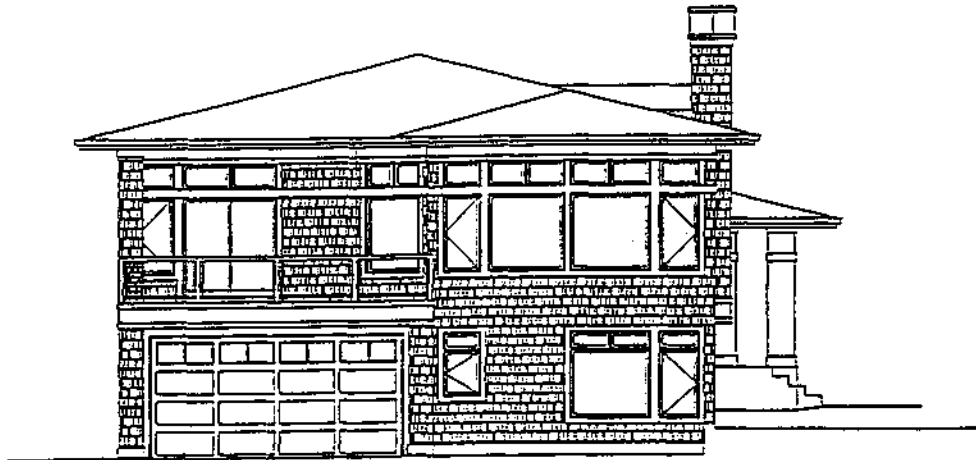
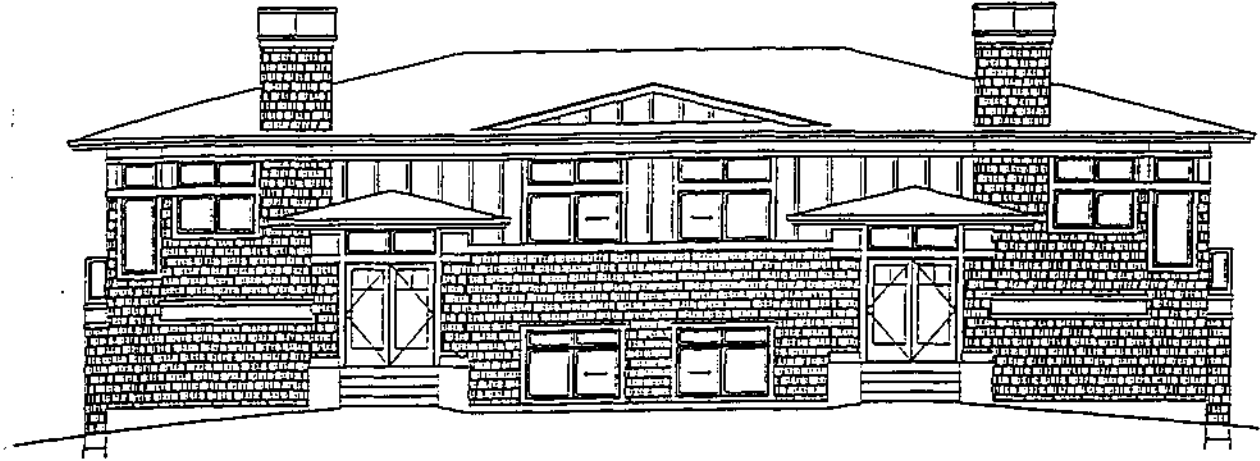


MAIN FLOOR

J. SCOTT
H O M E S

"BUILDING HOMES FOR YOUR GENERATION"

Exhibit 'E'



McCORMICK RIDGE
"MARSTEN" "C"

J. SCOTT
HOMES

"BUILDING HOMES FOR YOUR GENERATION"

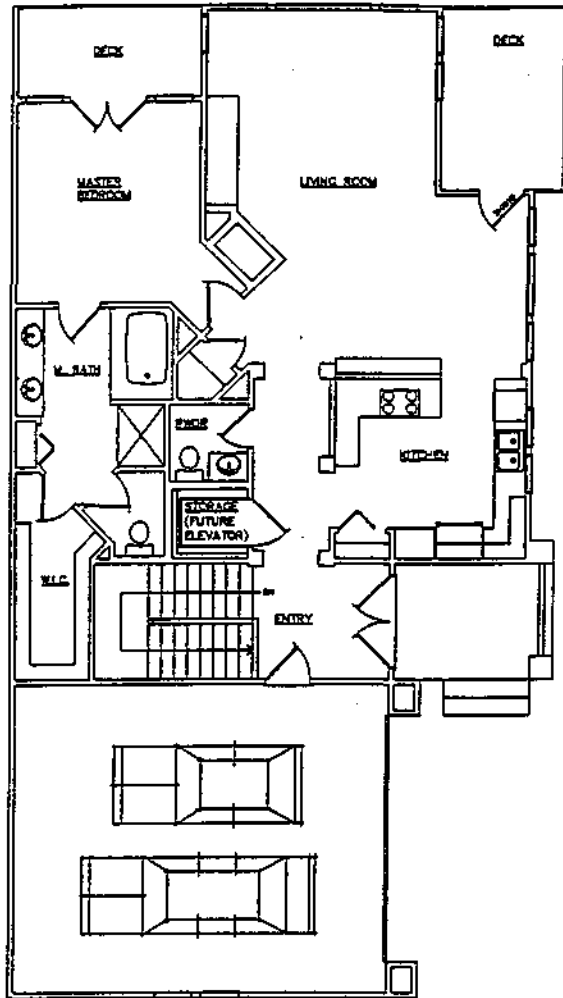
Exhibit 'E'

McCORMICK RIDGE

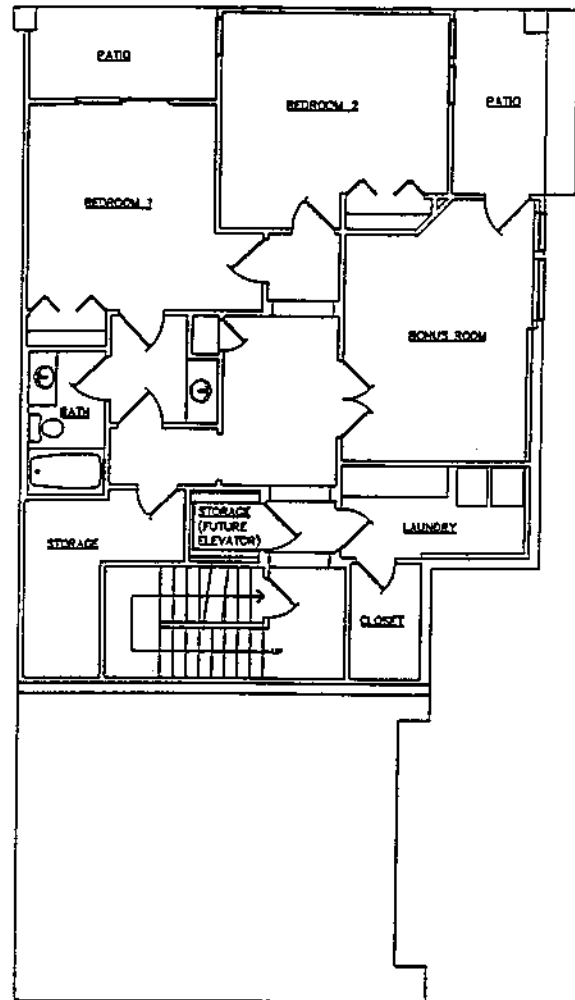
"ESSEX" "B"

3 BDR/BONUS ROOM

2528 SQ. FT.



UPPER FLOOR



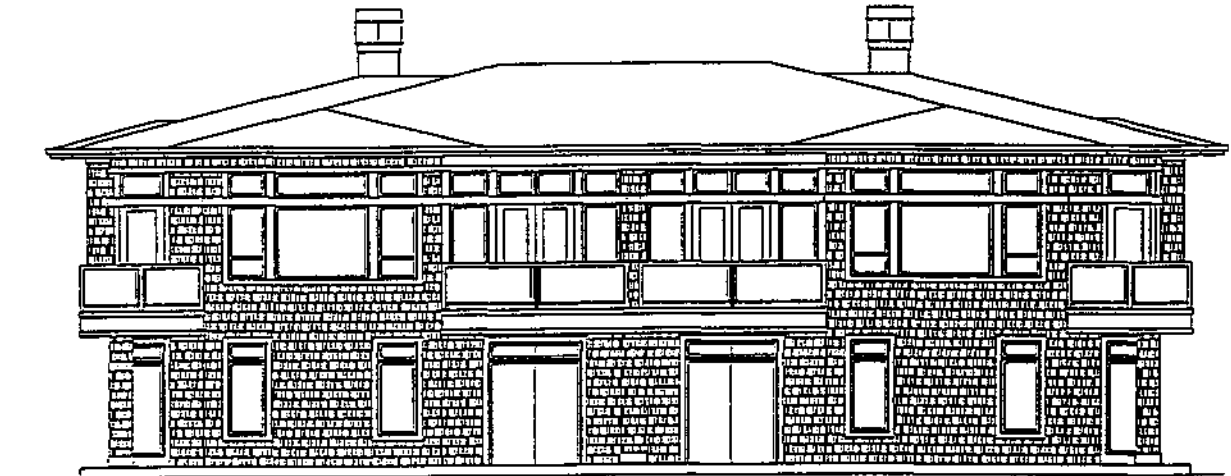
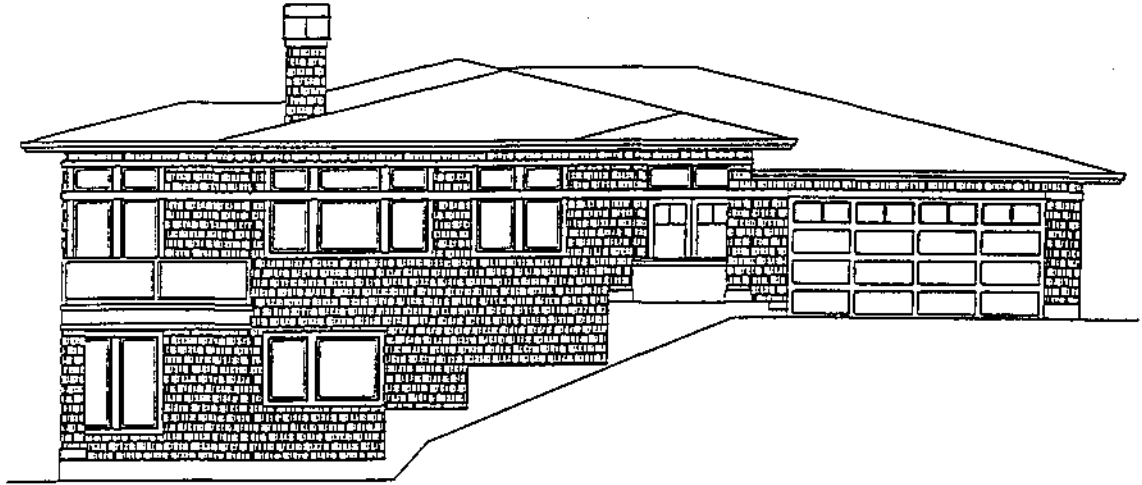
LOWER FLOOR

J. SCOTT

H O M E S

"BUILDING HOMES FOR YOUR GENERATION"

Exhibit 'E'



McCORMICK RIDGE

"ESSEX" "B"

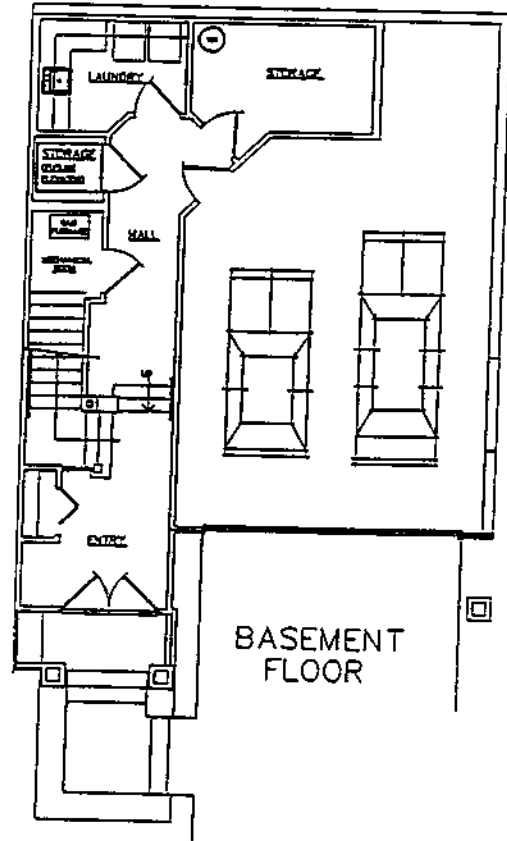
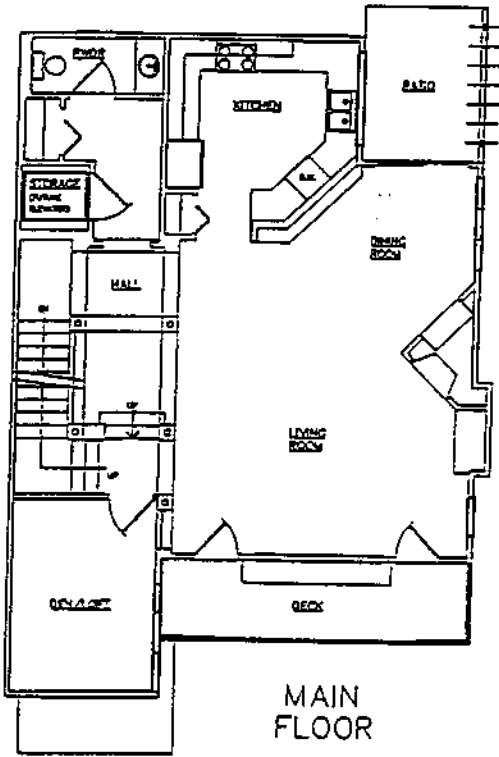
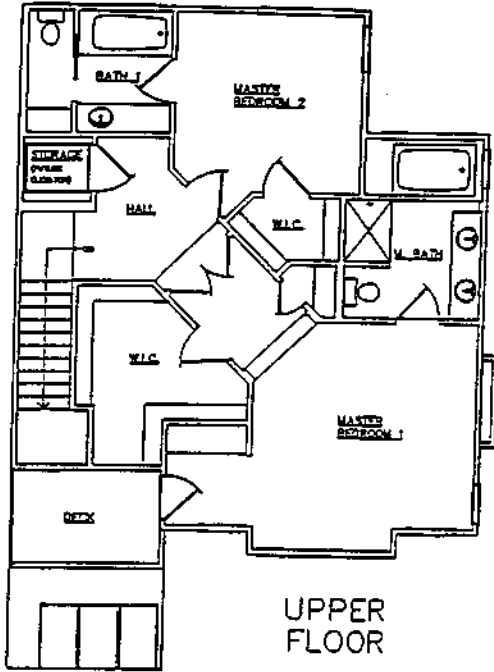
J. SCOTT
HOMES

"BUILDING HOMES FOR YOUR GENERATION"

Exhibit 'E'

MCCORMICK RIDGE

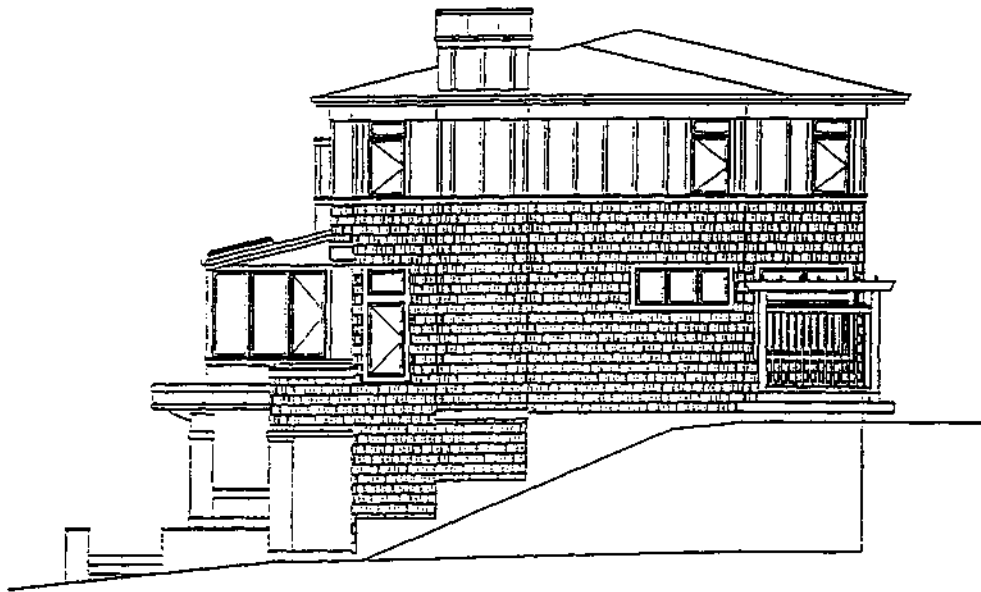
"CARLISLE" "A"
DBL. MSTR/DEN
2427 SQ. FT.



J. SCOTT HOMES

"BUILDING HOMES FOR YOUR GENERATION"

Exhibit 'E'



McCORMICK RIDGE
"CARLISLE" "A"

J. SCOTT
HOMES

"BUILDING HOMES FOR YOUR GENERATION"



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION

Application No. _____, Parcel No. _____, Date _____

Applicant Phil Canter, Phone # 857-4888

Mailing Address 13915 52ND Ave N.W. Gig Harbor 98332

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: 12300 Block Canterwood Blvd
Subdivision Mc Cormick Ridge Condominiums (Proposed SO), Lot No. _____
Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____
Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES: Washington Water

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1.0	\$3,740.00	\$5,610.00	\$486.00	\$
1"	1.67	\$6,250.00	\$9,375.00	\$567.00	\$
1-1/2"	3.33	\$12,450.00	\$18,675.00	(2) \$1,130.00	\$
2"	5.33	\$19,930.00	\$29,895.00	(2) \$1,800.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

IMPACT FEES & OTHER CHARGES:

Street Boring (2)	\$ 16.20 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ _____ Administration Fee \$ _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.
(2) Time & Material Plus 10% (3) Negotiable

TOTAL WATER, IMPACT AND OTHER CHARGES: \$ _____

DUPLICATE RECEIPT DUPLICATE RECEIPT

=====

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR WA 98335
TEL (253) 851-8136

=====

THE "MARITIME CITY"

=====

REG-RECEIPT:01-0031960 C:Dec 22 2000
CASHIER ID:H 10:42 am A:Dec 22 2000

=====

1060 ADMIN FEE-FILING \$100.00
CANTER/ADMIN FILING FEE-SWR/MCORMICK RDG

TOTAL DUE \$100.00

RECEIVED FROM:
LAND RESOURCE GROUP

CHECK: \$100.00

TOTAL TENDERED \$100.00

CHANGE DUE \$0.00

=====

HAVE A NICE DAY

=====

DUPLICATE RECEIPT DUPLICATE RECEIPT



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: FIRST READING OF AN ORDINANCE AMENDING THE 2002 BUDGET
DATE: JUNE 10, 2002

BACKGROUND

At the time of the adoption of the 2002 budget, it was anticipated that the Planning & Building Manager would also serve in the capacity of the Building Official and Fire Marshal. Consequently, the position of Building Official/Fire Marshal was eliminated from the budget. Since the adoption of the budget, we have experienced turnover in the position of the Planning and Building Manager. The person who will soon occupy the Planning and Building Manager position does not possess the qualifications to serve in the capacity of Building Official/Fire Marshal.

These events create a situation whereby we are in need of reinstating the position of Building Official/Fire Marshal.

The current land use planning (project specific) workload has continued to increase unexpectedly throughout the first half of 2002. All current indicators are that current land use planning activities will continue to increase within the City, and we are requesting that an additional position be added to compensate for this increased activity. This position would be at the Associate Planner level and be devoted to processing current land use planning applications.

Once city operations are moved to the new civic center, an additional administrative receptionist will be needed in order to provide adequate service to the public. In addition to providing the first contact with citizens, the administrative receptionist is responsible for all incoming phone calls and proper routing thereof, all cash receipting (except municipal court), processing passport applications, filing, mail distribution and clerical support for the Administration-Finance department. In the new civic center a receptionist will be placed at the front entrance and upstairs. The additional position is required to provide back-up for the receptionist assigned upstairs and the receptionist assigned downstairs.

These budget amendments would allow the Department to better serve the customers of the City of Gig Harbor.

FISCAL CONSIDERATIONS

At the time of the issuance of the preliminary 2002 annual budget (prior to the reorganization to a Community Development Department), the proposed salary range for the position of the

Building Official/Fire Marshal was \$4,085 to \$5,106 monthly plus benefits. If authorized, the six-month fiscal impact would be a maximum of \$30,636 plus benefits.

The adopted 2002 salary range for the Associate Planner position is \$3,565 to \$4,456 monthly plus benefits. If authorized, the six-month fiscal impact would be a maximum of \$26,736 plus benefits.

The four-month fiscal impact for the addition of another administrative receptionist is \$11,296 plus benefits.

If authorized by Council, the total six-month fiscal impact on the 2002 annual budget would be a maximum of \$90,000 inclusive of benefits. Existing revenues in the adopted 2002 annual budget will be adequate to cover these expenditures.

RECOMMENDATION

We recommend that Council approve an Ordinance amending the 2002 budget to reinstate the position of Building Official/Fire Marshal, the addition of one Associate Planner position, and the addition of one Administrative Receptionist position after a second reading.

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE 2002 BUDGET FOR THE CITY OF GIG HARBOR, WASHINGTON.

WHEREAS, adjustments to the 2002 annual appropriations are necessary to conduct city business, and

WHEREAS, the current land use planning (project specific) workload has continued to increase unexpectedly throughout the first half of 2002 and is expected to continue to increase, and

WHEREAS, the City has experienced turnover in the position of the Planning and Building Manager and the person selected to refill the position does not possess the qualifications to serve in the capacity of Building Official/Fire Marshal, and

WHEREAS, City operations will require an additional receptionist upon transfer of operations to the new civic center,

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, **ORDAINS** as follows:

Section 1.

The City Council hereby finds that: due to turnover the City does not have a person qualified to serve as Building Official /Fire Marshall; and that current staffing is not adequate to keep up with the land use planning workload; and that an additional receptionist will be needed once operations are moved to the new civic center, thus requiring the revocation of a portion of the budgeted general fund balance and to re-appropriate it to the planning and administration budgets, and that such action is in the best interests of the City.

The annual appropriations in the departments and funds listed below shall be increased to the amounts shown:

<u>Fund/Dept.</u>	<u>Original Appropriations</u>	<u>Amendment</u>	<u>Amended Appropriations</u>
001-General Government			
04 - Admin/Finance	\$656,400	\$15,000	\$671,400
14 - Planning/Building	\$791,705	\$75,000	\$866,705

Section 2. This ordinance shall be in force and take effect five(5) days after its publication of a summary according to law.

PASSED by a vote of one more than the majority of all members of the City Council, as required by RCW 35A.33.120, and approved by the Mayor at a regular meeting of the council held on this ____ day of _____, 2002.

Gretchen A. Wilbert, Mayor

ATTEST:

Molly Towslee, City Clerk

Filed with City Clerk:
Passed by the City Council:
Date published:
Date effective:



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: PATRICIA IOLAVERA, SENIOR PLANNER *PI*
SUBJECT: FINAL PLAT FOR 'ALASTRA LANE'
DATE: JUNE 5, 2002

INFORMATION/BACKGROUND

This is the final plat application for Alastra Court PUD/Preliminary Plat (originally SUB 94-02, amended as SUB 01-03 in October of 2001). The applicants are Rush Construction and the project has been renamed "The Meadows" on the final plat. The original preliminary plat and PUD was approved in 1994 as "Alastra Lane", for a 28 lot subdivision (SUB 94-02) on approximately 5 acres. The applicants then applied for the final plat on April 6, 2001, but staff found that several conditions of the original preliminary plat approvals had been modified, or not met, and the applicants filed for amendments to the original August 21, 2001, so that the final could be approved. (Note: in 1994, they applied under an older PUD ordinance, the existing PUD ordinance does not address residential subdivisions, so the current PRD ordinance is now being referred to for procedures¹).

Resolution 440 had 24 conditions of approval, some superceded by Resolution 468 or the November 2002 Hearing Examiner's Decision. These resolutions and the hearing examiner's decision **combine the conditions of the Preliminary Plat and the Preliminary PUD**. Staff has reviewed the conditions of the preliminary plat and preliminary PUD and subsequent decisions and has determined that the applicant has met the conditions of the preliminary plat and preliminary PUD as follows:

COUNCIL ACTION:

After a final plat application is submitted, the City Council must hold a public meeting and make the following findings related to the application: (1) that the subdivision meets the requirements of chapter 58.17 and the Gig Harbor Municipal Code Title 16; (2) that the subdivision meets the requirements of other applicable state laws; and that the subdivision satisfies all of the conditions of preliminary plat. GHMC Sec. 16.06.005.

¹ Under the former PUD and subdivision ordinances, the hearing examiner made a recommendation to council, who then passed a resolution approving the preliminary plat and preliminary PUD. The original approval was by Resolution 440. The applicants returned for amendments, and a new resolution was issued. Resolution 468 addressed the applicant's request for amendments to the buffer requirements, and a one-year extension of the requirement to begin construction within a year of the approval of the preliminary plat. The amendments made last year under the current PRD codes did not require a resolution, only a determination by the Hearing Examiner.

After a final PUD application has been submitted, the City Council must make the following findings relating to the application: (1) all features and amenities in the PUD have been constructed and/or bonded for; (2) the public works director has documented that all conditions imposed on the PUD requiring public works approval have been constructed or improved to the satisfaction of the director; (3) the fire marshal has documented that all conditions imposed on the preliminary PUD requiring fire code approval have been constructed (or per the fire marshal's discretion will be constructed pursuant to a subsequent permit) to the satisfaction of the fire marshal; (4) the planning director has documented that all conditions imposed on the preliminary PUD requiring planning department approval have been constructed to the satisfaction of the director; (5) that the preliminary PUD conforms to all terms of preliminary PUD approval, and that the PUD meets the requirements of Chapter 17.89 and all other applicable codes and laws. Keep in mind that with regard to the PUD, the City has changed its ordinance since the preliminary PUD received PUD approval. Therefore, the PUD may or may not meet all of the requirements in Chapter 17.89. The preliminary PUD vested to the regulations in place prior to Chapter 17.89.

To assist the City Council in making these findings, the following is the Staff's response to each of the preliminary PUD and preliminary plat conditions:

CONDITION 1: *Fire flow must be provided to within 300 FT of each entrance to each parcel in accordance with the Section 10.401, 1991 Uniform Building Code. (sic)*

STAFF ANALYSIS CONDITION 1: Staff has interpreted this condition to require the placement of *fire hydrants with code required fireflow* within 300 feet of the entrance to each parcel, and that the code referenced would have been the Uniform Fire Code, not the Uniform Building Code. Fire hydrants have been determined to be appropriately located in the drawings submitted to and reviewed by Mr. Kim Lyonnais. Actually, *fire flow* will be tested prior to building permit issuance, after the installation of the infrastructure. Modeling on the City of Gig Harbor Public Works system indicates that fire flow will be present on the site and the Hearing Examiner's decision of November 1, 2001 amends condition five of this resolution to discuss looping the water lines, if needed, to provide additional fire flow.

CONDITION 2: *Required fire hydrants and access must be provided as per the Uniform Fire Code and as approved by the Fire Marshall.*

STAFF ANALYSIS CONDITION 2: Per an analysis conducted by Fire Marshal Kim Lyonnais on December 6, 2001, fire hydrants are located not to exceed more than 300 feet from any portion of the proposed buildings, and thus received his recommendation for approval.

CONDITION 3: *The hammerhead turn-a-rounds which are at the ends of roadways over 150 FT from public roadways must remain accessible. The roadways and turn-a-rounds must be identified as fire lanes.*

STAFF ANALYSIS CONDITION 3: Per an analysis conducted by the City of Gig Harbor Fire Marshal, Kim Lyonnais on December 6, 2001, "hammer heads" do meet and exceed the current adopted regulations, and thus received his recommendation for approval.

CONDITION 4: *The project shall conform to section 2B.070 of the Public Works Standards referring to private streets, including the provision of a 24 foot roadway and curbs gutters and sidewalks on one side of the street as approved by the Public Works Department.*

STAFF ANALYSIS CONDITION 4: The project complies with this condition per City approved Construction drawings dated March 3, 2001.

CONDITION 5: *Water and sewer must come from Skansie. Minimum grade from 76th Street must be maintained for the sewer line. No inside or outside drops will be allowed. Water might be looped with the PTI Waterline, depending upon the fire flow requirements. The adjacent duplexes may hook into the proposed sewer line subject to approval by the Director of Public Works and subject to a connection fee in an amount to be approved by the Director of Public Works.*

STAFF ANALYSIS CONDITION 5: The project complies with this condition, which was amended to Amendment 2 per the Hearing Examiners Decision dated November 1, 2001. Approved City construction drawings dated March 3, 2001, reflect this Amendment. (See discussion of hearing examiner's amendments at the end of this report).

CONDITION 6: *The entire roadway must be overlaid along Skansie and 76th Street wherever the sewer line is installed.*

STAFF ANALYSIS CONDITION 6: The project complies with this condition per City approved Construction drawings dated March 3, 2001, and as amended by the Hearing Examiner's decision of November 1, 2001.

CONDITION 7: *Maintenance of all privately owned PUD common areas and the landscaping and/or plantings contained therein, shall be permanently maintained by a home owners association. The association shall be established and incorporated prior to final plat approval. A copy of the association's bylaws shall be submitted with the final plat and shall include, at a minimum, the following authorities and responsibilities:*

- a. *The enforcement of covenants imposed by the landowner or developer.*

- b. *The levying and collection of assessments against all lots to accomplish the association's responsibilities.*
- c. *The collection of delinquent assessments through the courts.*
- d. *The letting of contracts to build, maintain and manage common facilities.*

STAFF ANALYSIS CONDITION 7: The applicants have submitted a copy of their Declaration of Covenants Conditions and Restrictions (and Bylaws, didn't you tell me over the phone) and the City Attorney is reviewing them for compliance with this condition. She will provide her report on Monday, June 10, 2002.

CONDITION 8: *A final landscaping plan for the common areas within the plat shall be submitted to and approved by the Planning Department prior to permit issuance. The plan shall include, (a) provisions for a mechanical irrigation system in the central common green area, and (b) the plant size and species used to re-vegetate the disturbed portion of the perimeter buffer. Landscaping shall be consistent with all zoning code requirements and shall be installed prior to occupancy of the last 6 units.*

STAFF ANALYSIS CONDITION 8: The applicants have submitted a landscaping plan that conforms to the requirements of this condition.

CONDITION 9: *(c) All trees within 10 feet of the rear property lines and which have a trunk diameter of 6 inches or more shall be surveyed, flagged, and recorded with the Planning Department prior to commencement of major excavation. Each tree lost due to disturbance or root damage during construction shall be replaced with two fir trees, minimum 6 foot tall. Existing trees will be considered lost or damaged if excavation occurs within the drip line of the tree's canopy. This will result in significant root damage, thereby threatening the health of the tree over the long term.*

STAFF ANALYSIS CONDITION 9: Site visits were conducted to confirm that the trees were flagged and fenced prior to construction. A site visit following the clearing and grading showed that some damage had occurred to the vegetation. Also the site was saturated and drainage problems necessitated the installation of erosion control through a portion of the buffer. The bond that is on file with the Public Works Department covers the replacement vegetation and staff is working with the applicants to ensure that replacement vegetation is installed according to the drawings and the agreement.

CONDITION 10: *Strict limits of disturbance shall be complied with on this project, this will require preliminary identification of the proposed area of disturbance for staff inspection and approval, and then installation of a protective barricade before major excavation begins. The*

barricade should be visually and functionally significant (e.g. a fence made of plywood or construction safety fencing attached to steel T-posts or heavy lumber).

STAFF ANALYSIS CONDITION 10: The applicants have conformed to this condition as confirmed by pre-disturbance site visits by staff. Damage to roots and the subsequent replanting continues to be inspected by staff in the field and is ensured through the bond that has been placed on file with the Public Works Department.

CONDITION 11: *In lieu of construction of required improvements prior to final plat approval, a bond equal to an amount of 120% of the contractors bid for all improvements required under the preliminary plat and PUD approval shall be posted with the City. If accepted by the City, the bond shall have a term not to exceed eighteen (18) months from the filing of the plat with the Pierce County auditor. Required improvements shall be installed within twelve months of the date of the filing of the plat. Failure to construct or install the required improvements to City standards within the time specified shall result in the City's foreclosure of the bond. Upon foreclosure, the City shall construct, or may contract to construct and complete, the installation of the required improvements.*

STAFF ANALYSIS CONDITION 11: The project complies with this condition, which was deleted and replaced by Amendment 2 (Resolution 468), and which was then amended by Amendment 3 per the hearing examiners decision dated November 1, 2001. The posting of a performance bond dated 8/28/01 and approved City construction drawings dated March 3, 2001 satisfies this condition.

CONDITION 12: *Prior to building permit issuance a grading and drainage plan, including provisions for storm water collection and retention, shall be submitted to the Public Works Department for review and approval.*

STAFF ANALYSIS CONDITION 12: The project complies with this condition per City approved Construction drawings dated March 3, 2001.

CONDITION 13: *Construction on the project must commence within 12 months from the date of Council Action on the PUD; otherwise, the approval of the application becomes null and void (GHMC Section 17.90.080). Prior to the 12-month construction commencement deadline, and prior to permit issuance, the applicant shall apply for preliminary plat approval. The preliminary plat shall conform to the design and layout of the approved PUD and shall be consistent with GHMC Section 16.16.*

STAFF ANALYSIS CONDITION 13: The applicants applied for and were granted (by the Hearing Examiner's Decision) the request to delete condition 13 of resolution 440, and condition 6 of resolution 468, both relating to the commencement of construction of the PUD with "12 months from the date of Council Action on the PUD" and by "April 8, 1997" and

substituted the following condition:

Building Construction on the project must commence within 12 months from the date of the Final PUD and Final Plat approvals by the City Council.

Prior to Final PUD approval, all features and amenities approved in the Preliminary PUD shall have been constructed, or a bond or other approved financial guarantee for 120% of the estimated cost of such construction approved by the Public Works Director shall be posed with the City of Gig Harbor.

The amendments were approved in the Hearing Examiner's decision of November 1, 2001 and the cash set aside has been filed with the City Engineer, therefore complying with the new condition.

CONDITION 14: *The design of structures and landscaping on the property shall be consistent with the approved PUD and architectural designs. These shall be recorded with the Pierce County Auditor's office either as an attachment to the plat or as a separate recording. If recorded separately, the plat shall reference the recording number. Minor design and dimension alterations which do not alter the general scale, character, or intensity of development as shown on the recorded documents may be approved jointly by the Planning Director and owner or homeowner's association. Major amendments shall be approved only through City-adopted amendment processes for PUD's and the joint approval of all owners of the property.*

STAFF ANALYSIS CONDITION 14: The Planning and Building Assistant, Diane Gagnon, reviewed and approved the building permit drawings for the three building models submitted on February 7, 2001. The landscape plans were reviewed and approved by the Senior Planner, and will continue to be reviewed in the field during construction. The landscaping plans include the 'Sewer Easement Revegetation Plan' received October 16, 2001 and referenced in the Hearing Examiner's decision of November 1, 2001. The drawings have not been recorded as part of the plat at this time but the applicants have committed to having this item resolved prior to the Council Meeting of Monday, June 10, 2002.

CONDITION 15: *In conjunction with preliminary plat approval by the City Council, drawings of utilities and roadway details shall be submitted to and approved by the Public Works Department.*

STAFF ANALYSIS CONDITION 15: The project complies with this condition per City approved utility and roadway drawings dated March 3, 2001.

CONDITION 16: *Prior to or in conjunction with the preliminary plat approval, the PUD portion of the site (as illustrated) and the single family residence portion of the site shall be formally platted as separate parcels.*

STAFF ANALYSIS CONDITION 16: This condition has been met.

CONDITION 17: *The PUD shall include a 30-foot fire access easement across the parcel proposed for the existing house and which is to be platted as a separate parcel from the PUD. The easement shall be improved with a minimum 24-foot traversable surface wherever two-way traffic is involved, and a minimum 15-foot wide traversable surface for one-way traffic. Condition 14: One-way traffic shall be established beyond the point of driveway access to the existing residence, i.e., if the easement is used for normal residential purposes, it shall be considered two-way. Any portion of the fire access which is 15% or greater slope shall be paved with asphalt.*

STAFF ANALYSIS CONDITION 17: The project complies with this condition per City approved Construction drawings dated March 3, 2001 and a recorded easement dated April 20, 1995.

CONDITION 18: *Prior to final plat approval, a six foot high solid wood fence shall be constructed along the west property line and along the westernmost 280 feet of the south property line.*

STAFF ANALYSIS CONDITION 18: This condition was amended in the Hearing Examiner's decision of November 1, 2001. Further, field conditions prevented the installation of the fence prior to any grading (extreme hydric conditions). With the agreement of the neighboring residences, the applicants delayed installation till dryer weather. The fence is currently under construction and the cash set aside ensures completion of this condition.

CONDITION 19: *Pursuant to GHMC section 17.90.060.C, within three (3) years of PUD approval, the applicant shall file with the City Council a final subdivision plat for the PUD.*

STAFF ANALYSIS CONDITION 19: The project complies with this condition through the posting of a cash set aside agreement dated April 6, 2001 and a performance bond dated 8/28/01.

CONDITION 20: *The landscaping plan submitted as required in Condition 8 of the January 5, 1995 Hearing Examiner's decision shall also maximize the amount of landscaping placed adjacent to the water line located in the buffer area.*

STAFF ANALYSIS CONDITION 20: The project complies with this condition through the posting of a cash set aside agreement dated April 6, 2001 and a performance bond dated 8/28/01. (Please also refer to the March 23, 2001 drawing and the supplemental drawing for the "Sewer Easement Revegetation Plan").

CONDITION 21: *Sidewalks shall be located on the east (uphill) side of the roadway only.*

STAFF ANALYSIS CONDITION 21: The project complies with this condition per City approved Construction drawings dated March 23, 2001.

CONDITION 22: *Units 22 and 23 shall be located far enough back from the sidewalk to accommodate a 20-foot distance between the garage and the street pavement.*

STAFF ANALYSIS CONDITION 22: The project complies with this condition per the drawings received March 23, 2001.

CONDITION 23: *Units 8 - 10 and 19 - 20 shall be located far enough back from the sidewalk to accommodate a 20 foot distance between the garage and the inside edge of the sidewalk.*

STAFF ANALYSIS CONDITION 23: The project complies with this condition per the drawings received March 23, 2001.

CONDITION 24: *To avoid a decrease in the minimum of 50% open space, the number of parking spaces in the community parking lots shall be reduced an equivalent amount.*

STAFF ANALYSIS CONDITION 24: The project complies with this condition per the drawings received March 23, 2001.

RESOLUTION 468 (R-468)

CONDITION 1: *The final plat shall substantially conform to the approved Alastra Court PUD (Resolution #440 as amended hereby) and with GHMC Section 17.28.*

STAFF ANALYSIS CONDITION 1 (R-468): The project complies with this condition per the drawings received March 23, 2001.

CONDITION 2: *All utility easements as indicated on the plat shall be extended through the interior portion of the parcel. Utility easements shall not be extended through perimeter area buffers.*

STAFF ANALYSIS CONDITION 2 (R-468): This condition was amended by the Hearing Examiner in his decision of November 1, 2001. (Please see the analysis under the respective heading).

CONDITION 3: *The applicant shall work with the staff in identifying which of the larger significant trees may be saved by designing the detention pond around the trees (e.g. using "bottlenecks) and as recommended by a certified arborist.*

STAFF ANALYSIS CONDITION 3 (R-468): Staff met with the applicants on site on several occasions, and a report was generated by a certified arborist. Certain changes were implemented in response to the arborists comments. The drawings submitted to the City on March 23, 2001, reflect an effort to preserve as many trees as possible. This condition has been met.

CONDITION 4: *A solid vegetative screen shall be provided along the west side of the project in all locations where the buffer area is disturbed. Additional trees and bushes shall be dispersed throughout the disturbed portion of the buffer area to assimilate natural growth patterns of trees and under story and to soften the rigid line of trees along the property line. Alternatively, the applicant may stagger the trees and bushes at the property line to assimilate a more natural growth pattern, provided that effective screening is maintained. Prior to permit issuance, a final landscape plan of the disturbed portion of the buffer area shall be submitted to and approved by the planning staff.*

STAFF ANALYSIS CONDITION 4 (R-468): This condition was met in the landscape drawings submitted to staff from the Bradley design group and as amended in the 'Sewer Easement Revegetation Plan'.

CONDITION 5: *All original conditions of approval shall apply, except for allowances to encroach into the buffer for detention pond purposes only.*

STAFF ANALYSIS CONDITION 5 (R-468): This condition was met in the landscape drawings submitted to staff from the Bradley design group and as amended in the 'Sewer Easement Revegetation Plan'.

CONDITION 6: *Construction on the PUD shall commence by no later than April 8, 1997. Otherwise approval for the project will become null and void.*

STAFF ANALYSIS CONDITION 6 (R-468): This condition was amended in the Hearing Examiner's Decision dated November 1, 2001.

HEARING EXAMINER'S DECISION OF NOVEMBER 1, 2002 (HEX 11/1/2002)

CONDITION 1 (HEX 11/1/2002): *Amendment No. 1 is approved. Condition No. 13 of*

Resolution No. 440 and Condition No. 6 of Resolution No. 468 are each amended to read:

Building Construction on the project must commence within 12 months from the date of the Final PUD and Final Plat approvals by the City Council.

Prior to Final PUD approval all features and amenities approved in the Preliminary PUD shall have been constructed, or a bond or other approved financial guarantee for 120% of the estimated cost of such construction approved by the Public Works Director shall be posted with the City of Gig Harbor.

STAFF ANALYSIS CONDITION 1 (HEX 11/1/2002). The project complies with this condition through the posting of a cash set aside agreement dated April 6, 2001 and a performance bond dated 8/28/01.

CONDITION 2 (HEX 11/1/2002): *Amendment No. 2 is approved. Condition No. 5 of Resolution No. 440 is amended to read as follows:*

Water and sewer service shall be from the City of Gig Harbor Public Works Department. No inside or outside drops for the sewer line will be allowed. Water may be looped with the Century Tel Waterline, depending upon fire flow requirements. Adjacent properties may hook into the proposed sewer line subject to approval by the Director of Public Works and subject to a connection fee in an amount to be approved by the Director of Public Works. In any locations where the proposed sewer or water alignment crosses through a perimeter buffer area, the buffer area shall be landscaped to meet the requirements of GHMC 17.78.060 in accordance with a landscape plan approved by the Gig Harbor Planning Department.

STAFF ANALYSIS CONDITION 2 (HEX 11/1/2002): The project complies with this condition per City approved Construction drawings dated March 3, 2001.

CONDITION 3 (HEX 11/1/2002): *Amendment No. 3 is approved. Condition No. 2 of Resolution No. 468 is amended to read as follows:*

All utility easements except for water and sewer as indicated on the plat shall be extended through the interior portion of the parcel. Sewer and water easements may be extended through the perimeter area buffers at a single location with a width not to exceed 25 feet or as required by the City Public Works Department. Other utility easements shall not be extended through perimeter area buffers. Landscaping of the sewer and/or water easement where it crosses the buffer shall be provided to enhance screening of the development from adjacent properties. Landscaping proposed for the easement shall meet the requirements of GHMC 17.78.060 and be included in the Final Landscaping Plan and approved by the Planning Director as required under other conditions of the PUD approval.

STAFF ANALYSIS CONDITION 3 (HEX 11/1/2002): The project complies with the public works elements of this condition per City approved Construction drawings dated March 3, 2001. The final landscape drawing substantially conforms to the preliminary drawing presented at hearing.

CONDITION 4 (HEX 11/1/2002): Amend Condition No. 18 of Resolution No. 440 relating to the requirement that a six-foot high solid wood fence be constructed prior to final plat approval, and substitute the following language:

A six-foot high solid wood fence shall be constructed along the west property line and along the westernmost 280 feet of the south property line. The fence shall be constructed prior to commencing major excavation and clearing.

STAFF ANALYSIS CONDITION 4(HEX 11/1/2002): The project applicants have constructed 50 percent of the fence and while it will be completed prior to final plat approval, it was not constructed prior to clearing and grading. As clearing and construction was undertaken this winter, severe hydric conditions were encountered on site, and erosion control was installed. In collaboration with the neighbors and the City Planning Staff, erosion control fencing was installed, and the wood fencing and the associated clearing was deferred until water on the site could be controlled and erosion minimized. The fence is now largely constructed and will be completed shortly, and a bond is in place to ensure the completion of the fence. This condition has been substantively met.

CONDITION 5 (HEX 11/1/2002): Amendment No. 4 of Resolution No. 468, relating to the requirement that a solid vegetative screen shall be provided along the west side of the project in all locations, and substitute the following language:

*A solid vegetative screen shall be provided along the west side of the project in all locations where the buffer area is disturbed except for a 10-ft width through which the sanitary sewer easement access road passes. Additional trees and bushes shall be dispersed throughout the disturbed portion of the buffer area to assimilate natural growth patterns of trees and under story and to soften the rigid line of trees along the property line. Alternatively, the applicant may stagger the trees and bushes at the property line to assimilate a more natural growth pattern, provided that effective screening is maintained. Prior to permit issuance, a final landscape plan of the disturbed portion of the buffer area, including the 10 foot wide sanitary sewer easement, shall be submitted to and approved by the planning staff, consistent with **GHMC 17.78.070 and any other applicable city code section**. The final landscape plan shall incorporate the landscaping and fencing shown in the "Sewer Easement Revegetation Plan" previously submitted by the applicant to the City.*

STAFF ANALYSIS CONDITION 5 (HEX 11/1/2002): The project complies with this condition per City approved Construction drawings dated March 3, 2001, the "Sewer Easement Revegetation Plan" and other correspondence and drawings.

RECOMMENDATION

The staff recommends that the City council make the findings described on the first page of this memo and approve the final plat and final PUD, by authorizing the Mayor to execute the face of the final plat. In addition, the Council should enter the proposed Resolution approving the final plat and final PUD.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, APPROVING THE FINAL PLAT AND FINAL PUD (SUB 94-02 AND SUB 01-03) OF THE MEADOWS AT 5715 WOLLOCHET DRIVE IN GIG HARBOR, SUBMITTED BY APPLICANT RUSH CONSTRUCTION.

WHEREAS, in 1994, applicant Rush Construction submitted applications for a preliminary plat and preliminary planned unit development (PUD) for a 28 lot subdivision on approximately five acres; and

WHEREAS, the preliminary plat was conditionally approved by Resolution No. 468 on April 8, 1996; and

WHEREAS, and preliminary PUD was conditionally approved in Resolution No. 440 on March 13, 1995; and

WHEREAS, after approval of the preliminary plat and preliminary PUD, the City amended the deadline for submission of applications for final plat and final PUD (GHMC Section 16.06.003); and

WHEREAS, after approval of the preliminary PUD, the City amended the procedures for approval of PUD's, and the code provisions applicable to residential PUD's are now included in chapter 17.89 of the Gig Harbor Municipal Code; and

WHEREAS, in 2001, Rush Construction sought to make application for final plat and final PUD, but also sought to modify some of the conditions of the preliminary approvals; and

WHEREAS, Rush Construction made application to the City for five amendments to the preliminary plat and preliminary PUD approval (SUB 01-03); and

WHEREAS, the Hearing Examiner granted preliminary plat and preliminary PUD amendment approval by decision dated November 1, 2001; and

WHEREAS, the City subsequently processed the application for final plat; and

WHEREAS, on June 10, 2002, the City Council considered the final plat application during its regular Council meeting without a hearing and heard the recommendation of City Staff; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Appearance of Fairness. The Mayor asked the City Council whether any Council member had any conflicts of interest, ex parte contacts or appearance of fairness issues to disclose. The response was _____. The Mayor then asked whether any member of the public had any objection to the participation of the Mayor or any City Council member in the final plat and final PUD meeting on these grounds. The response was _____.

Section 2. Administrative Record. The administrative record consists of the Planning Department files on the preliminary plat, preliminary PUD, amendment to the preliminary plat and preliminary PUD and the final plat application. The documents relevant to the final plat application are Resolution No. 440, Resolution 468, the Findings, Conclusions and Decision of the Hearing Examiner, dated November 1, 2001, the plat map, and the Staff Report on the final plat and final PUD applications, dated June 6, 2002.

Section 3. Standard of Review.

A. **Final plat.** In order for the City Council to approve the final plat, it must make the following findings during its public meeting: (1) that the subdivision meets the requirements of chapter 58.17 RCW and the Gig Harbor Municipal Code Title 16; (2) that the subdivision meets the requirements of other applicable state laws; and (3) the subdivision satisfies all of the conditions of preliminary plat. GHMC Section 16.06.005.

B. **Final PUD.** In order for the City Council to approve the final PUD, it must make the following findings during its public meeting: (1) all features and amenities of the PUD have been

constructed and/or are bonded for; (2) the public works director has documented that all conditions imposed on the PUD requiring public works approval have been constructed or improved to the satisfaction of the director; (3) the fire marshal has documented that all conditions imposed on the preliminary PUD requiring fire code approval have been constructed (or per the fire marshal's discretion will be constructed pursuant to a subsequent permit) to the satisfaction of the fire marshal; (4) the planning director has documented that all conditions imposed on the preliminary PUD requiring planning department approval have been constructed to the satisfaction of the director; (5) that the preliminary PUD conforms to all terms of preliminary PUD approval and that the PUD meets the requirements of Chapter 17.89 and all other applicable codes and laws. GHMC Section 17.89.080.

Section 4. Findings.

A. Final Plat.

1. The City Council has reviewed the Staff Memo dated June 6, 2002 from Patricia Iolavera, Senior Planner. In this Staff Memo, the manner in which the application satisfies each preliminary plat condition has been described. The City Council hereby adopts the Staff Memo by reference as Exhibit A to this resolution, and finds that the final plat satisfies all preliminary plat conditions. At the time of preliminary plat, the application was found to conform to all applicable regulations of Title 16, the City's Subdivision Code, and Chapter 58.17 RCW, the State Subdivision Act. The Council finds that the applicant's compliance with conditions imposed pursuant to these laws demonstrates compliance with all applicable laws.

2. The City is specifically authorized to accept a bond or other method of security in lieu of actual improvements, pursuant to RCW 58.17.130. The City Council recognizes the applicant's bonding or use of a cash set aside agreement as compliance with the actual conditions.

3. The final plat is not subject to any public dedications of property for streets. The plat has private streets. The final plat dedicates easements to the City of Gig Harbor for the certain utilities, and the City Council accepts such easements as shown on the plat map.

B. Final PUD.

1. From the Staff Memo adopted by reference above, the City Council finds that the final PUD satisfies all preliminary PUD conditions. At the time of preliminary PUD, the application was found to conform to all applicable regulations of the City's existing PUD ordinance. Since that time, the City has changed its regulations, and approval of the final plat is governed by Chapter 17.89 GHMC. The City Council finds that the applicant's compliance with conditions imposed pursuant to the prior PUD ordinance constitutes compliance with the applicable laws.

2. The City Public Works Director and Planning Director, who is now John

Vodopich, the Director of the Department of Community Development, has documented, through the Staff Memo, that all conditions imposed on the PUD have been constructed or bonded for to his satisfaction.

3. The City Fire Marshal has documented, through the Staff Memo, that all conditions imposed on the preliminary PUD have been constructed or bonded for to his satisfaction.

Section 5. Mayor Authorized to Sign Plat. The City Council hereby authorizes the Mayor to sign the face of the final plat. The original of the plat, after execution of all required certifications and the Mayor, shall be filed for record with the Pierce County Auditor. One reproducible copy shall be furnished to the City.

RESOLVED by the City Council this day of , 2002.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK : 6/6/02
PASSED BY THE CITY COUNCIL:
RESOLUTION NO. ____

APPEALS: This final plat and final PUD approval is the final decision of the City of Gig Harbor and is not administratively appealable. Judicial appeals may be filed as set forth in chapter 36.70C RCW.

May 24, 2002

AWC

ASSOCIATION OF
WASHINGTON CITIES

Employee
Benefit Trust

Risk
Management
Service Agency

Drug &
Alcohol Testing
Consortium

1076 Franklin St. SE
Olympia, WA 98501-1346

Phone: 360-753-4137

Toll Free: 1-800-562-8981

Fax: 360-753-0148

Website: www.awcnet.org

Ms. Molly Towslee
3105 Judson Street
Gig Harbor, WA 98335

RE: Loss Control Visit

Dear Molly:

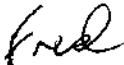
Enclosed are three copies of the Best Practice Report Card that was based on my loss control review conducted on May 16th. The copies are for you, the police chief, and the mayor. Would you please see that the council members have a chance to review these too?

As noted the city is 92 percent compliant with the best practice standards. The "Summary" page of the report card itemizes the areas needing your attention. All the city facilities were visited and inspected.

I want to express my appreciation to you Molly, Dave Brereton, Gregg Foote, and Chief Mitch Barker for assisting with the loss control visit and providing me with all the information that I requested. I enjoyed meeting you all and I look forward to seeing you again next year.

Congratulations on making an "A".

Sincerely,



Fred Crumley
Loss Control Specialist

/fc

Enclosures

cc: Gig Harbor Loss Control File

Summary

Overall, the City of Gig Harbor has done an excellent job in maintaining a safe environment for its employees and citizens. The city is proactive and is taking advantage of the elected officials training curriculum that is available from AWC. This is indicative of the positive attitude of the office of the town clerk and the mayor.

All city-owned facilities were visited during this assessment review and were found to be in satisfactory condition. The Public Works shop was in excellent condition; however, the presence of more first-aid kits is suggested. Visual reminders like these kits tend to remind workers of the hazardous nature of their duties. A new City Hall/Police Department is under construction.

The Gig Harbor police department meets all standards except for the lack of documentation of domestic violence training and documentation. AWC will find and purchase a video that will satisfy this standard and notify Chief Barker when it is available. Thank you to Chief Barker for offering to send me a disk on the police department manual and for offering the services of his firearms training officer to other towns and cities if needed.

The following areas were found to be not in compliance with the Best Practice Standards and should be addressed:

- 1-There should be police dept. training and a policy developed to address the issue of Domestic Violence.
- 2-The old bleachers at the skateboard park should be retrofitted with a back rail.
- 3- The city should request our defensive driving video program for those employees who drive city vehicles.

NOTE: The surface of the ramp leading to the city's dock has worn and become slippery. Some sort of non skid surface should be installed to prevent slips and falls. This is particularly a problem for leather soled shoes, i e visitors to the dock.

Gig Harbor is a well maintained, pro-active, forward looking municipality that reflects the pride of management.

The City is to be congratulated on earning an "A" on this report card.

The AWC RMSA Loss Control Specialist, Fred Crumley, conducted this loss control visit on May 16, 2002.